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First Revised Sheet No. 1 U-T Offshore System: Third Revised Volume No. 1
First Revised Sheet No. 1 : Superseded
Superseding: Original Sheet No. 1

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Original Volume No. 2

Rate Schedule -----	Description -----	
	Transportation service -	
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Third Revised Sheet No. 2 Third Revised Sheet No. 2 : Superseded
Superseding: Second Revised Sheet No. 2

PRELIMINARY STATEMENT

I. In General

U-T Offshore System is a general partnership formed under the laws of the State of Delaware by Unitex Offshore Transmission Company, Transco Hydrocarbons Company and NALOCO, Inc. (Del.), each of which is a corporation organized and existing under the laws of the State of Delaware.

U-T Offshore System ("U-TOS") is a natural gas company engaged in the business of transporting natural gas and operating in Louisiana as well as the Louisiana state waters and the Federal domain, offshore Louisiana.

U-TOS does not share operating personnel or facilities with any affiliated marketing or brokering company.

II. Transportation Agreement

1. The Transportation Agreement, contained in U-TOS' F.E.R.C. Gas Tariff, Original Volume No. 2, between U-TOS and a shipper sets forth the terms and conditions of firm service under Rate Schedule T. The Agreement (in Exhibit A thereof) sets forth the maximum daily obligation of U-TOS to transport gas for the shipper, which is called the shipper's "Currently Effective Contract Demand." The Agreement also sets forth the maximum volume of gas, expressed in Dth, which U-TOS agrees to transport at each Point of Receipt. The total of the volumes for all Points of Receipt shall equal, but cannot exceed, the Currently Effective Contract Demand of the shipper for firm service. Firm service under Rate Schedule T shall also be subject to the penalty provisions of Section 4.5 of Rate Schedule FT, and Section 8 of the General Terms and Conditions, as set forth in U-TOS' F.E.R.C. Gas Tariff, Third Revised Volume No. 1.
2. The Transportation Agreement contained in U-TOS' F.E.R.C. Gas Tariff, Third Revised Volume No. 1, and designated for use under transportation Rate Schedule FT, sets forth the terms and conditions of firm service under that rate schedule. The Transportation Agreement under Rate Schedule FT shall be used in all instances where U-TOS enters into a new agreement to perform firm transportation service.
3. The Transportation Agreement contained in U-TOS' F.E.R.C. Gas Tariff, Third Revised Volume No. 1, and designated for use under transportation Rate Schedule IT, sets forth the terms and conditions of interruptible service under that rate schedule. The Transportation Agreement under Rate Schedule IT shall be used in all instances where U-TOS enters into a new agreement to perform interruptible transportation service.

III. Allocation of Capacity

1. The firm capacity in the main line has not been fully allocated among the existing shippers.
2. The procedure to be followed by a new shipper, in order to receive an allocation of firm capacity on the main line, is set forth in Section 2 of the General Terms and Conditions.
3. The procedure to be followed by a new shipper, in order to receive interruptible transportation service on U-TOS' main line, is set forth in Section 2 of the General Terms and Conditions.

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Original Sheet No. 3 Original Sheet No. 3 : Superseded

SEE HARD COPY FOR SYSTEM MAP

Effective Date: 06/01/1997 Status: Effective
 FERC Docket: RP97-146-001

Fifth Revised Sheet No. 4 Fifth Revised Sheet No. 4 : Superseded
 Superseding: Fourth Revised Sheet No. 4

SCHEDULE OF RATES

I. The rates set forth below are applicable to gas transportation service rendered under all T Rate Schedules filed as part of Transporter's F.E.R.C. Gas Tariff, Original Volume No. 2:

- a. Demand Rate - 51.70 > per month per MMBtu of Contract Demand
- b. Commodity Rate - .0 > per MMBtu transported
- c. Overrun Rate - 1.70 > per MMBtu transported

II. The rate set forth below is applicable to interruptible overrun gas transportation service rendered under Rate Schedule I filed as part of Transporter's F.E.R.C. Gas Tariff, Third Revised Volume No. 1:

Overrun Transportation Rate - 1.70 > per MMBtu transported

III. The rates set forth below are applicable to firm and interruptible gas transportation service rendered under Rate Schedules FT and IT filed as part of Transporter's F.E.R.C. Gas Tariff, Third Revised Volume No. 1:

	Maximum Rate -----	Minimum Rate -----
Rate Schedule FT*		
Reservation Charge per MMBtu of Maximum Daily Quantity per Month	51.70 >	0 >
Commodity Rate per MMBtu Transported	0 >	0 >
Overrun Rate	1.70 >	0 >
Rate Schedule IT		
Rate per MMBtu Transported	1.70 >	0 >
Overrun Rate	1.70 >	0 >

*For releases of firm capacity on a volumetric basis, the volumetric rate is 1.70 > per Dth.

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Second Revised Sheet No. 5 Second Revised Sheet No. 5 : Superseded
 Superseding: First Revised Sheet No. 5

SCHEDULE OF SHIPPERS AND LIST OF CONTRACT DEMANDS

 OR MAXIMUM DAILY QUANTITIES

Shipper -----	Effective Date of Contract -----	Term of Contract -----	Revised Original Contract Demand -----	Currently Effective Contract Demand or Maximum Daily Quantities -----
Petrofina Gas Pipeline Co.	9-25-87	15 years 1/	12,000 Mcf	12,708 Dth
Aquila Energy Marketing Corp.	5-1-90	4 years	134,997 Mcf	21,180 Dth

1/ The term of the contract is 15 years from the date of initial deliveries under the May 1, 1978 transportation agreement between the High Island Offshore System and Northern Natural Gas Company. (Northern assigned to Petrofina certain rights to firm transportation service originally covered by such May 1, 1978 agreement.)

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Second Revised Sheet No. 6 Second Revised Sheet No. 6 : Superseded
Superseding: First Revised Sheet No. 6

RATE SCHEDULE I
INTERRUPTIBLE OVERRUN
TRANSPORTATION SERVICE

1. AVAILABILITY

This rate schedule was available to any Shipper in the U-T Line for the transportation of Gas on an interruptible basis in excess of said Shipper's Currently Effective Contract Demand, where Shipper had executed a Transportation Agreement with Transporter as included in Transporter's F.E.R.C. Gas Tariff, Original Volume No. 2 for firm service.

2. TERMS AND CONDITIONS

Unless the context requires otherwise, the terms and conditions contained in Shipper's Transportation Agreement with Transporter shall apply to service rendered under this rate schedule.

3. APPLICABILITY AND CHARACTER OF SERVICE

Pursuant to this rate schedule, Transporter will, to the extent available, utilize unused capacity in the U-T Line to transport gas tendered for transportation on any day in excess of Shipper's Currently Effective Contract Demand on an interruptible basis. Shipper may tender gas to Transporter, at the Point or Points of Receipt, in excess of Shipper's Currently Effective Contract Demand ("Overrun Gas"). Transporter shall receive the Overrun Gas at the Point or Points of Receipt and shall redeliver an Equivalent Volume for the account of Shipper at the Point of Delivery. If at any time the unused capacity in the U-T Line is insufficient to transport all of Shipper's and other shippers' Overrun Gas, Transporter will, to the extent possible, allocate a proportionate share of the Maximum Daily Quantities (MDQ) of said unused capacity among all shippers having Overrun Gas on the basis of the nominations for such service up to, but not in excess of, the following volumes per day. Set forth below are the MDQ's which are available to existing Volume No. 2 Shippers:

Shipper -----	Volume (Dth) -----
Petrofina	20,000

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Second Revised Sheet No. 7 Second Revised Sheet No. 7 : Superseded
Superseding: First Revised Sheet No. 7

RATE SCHEDULE I
INTERRUPTIBLE OVERRUN
TRANSPORTATION SERVICE

3. APPLICABILITY AND CHARACTER OF SERVICE (continued)

Shipper's proportionate share of unused capacity shall be determined by dividing Shipper's above-stated volume by the total of the above-stated volumes of those shippers then desiring to have Overrun Gas transported in the U-T line.

Receipts and deliveries of Overrun Gas transported hereunder shall be adjusted as soon as practicable in order to correct any imbalances on a thermal equivalent basis.

4. RATE

The applicable charge for the receipt of each Dth of Overrun Gas transported in the U-T Line is set forth in the currently effective Schedule of Rates contained in Transporter's F.E.R.C. Gas Tariff, Third Revised Volume No. 1.

It is agreed that Transporter may apply to the F.E.R.C. for changes in this rate schedule, from time to time, as necessary to assure Transporter just and reasonable rates and that, without prejudice to the rights of either Shipper or Transporter to contest such rates, a Shipper having Overrun Gas transported hereunder shall pay such rates as may be made effective pursuant to Section 4 of the Natural Gas Act.

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FERC Docket: RP97-146-001

Second Revised Sheet No. 8 Second Revised Sheet No. 8 : Superseded
Superseding: First Revised Sheet No. 8

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This rate schedule is available to any party (Shipper) in the U-T Offshore System (U-TOS) for the transportation of gas on a firm basis, where: (1) U-TOS has determined that it has sufficient available capacity to perform service requested by Shipper; (2) the Shipper has demonstrated, to U-TOS' reasonable satisfaction, that it is creditworthy in accordance with Section 5 of the General Terms and Conditions; (3) the Shipper has executed a Transportation Agreement with U-TOS for firm service; and (4) the Shipper has become a party to the "Gas Allocation Agreement".

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This rate schedule shall apply to all natural gas transported under a transportation agreement executed with U-TOS for firm service under this Rate Schedule.
- 2.2 Pursuant to this rate schedule, U-TOS will provide firm transportation for Shipper up to the Maximum Daily Quantity (MDQ) specified in the transportation agreement. Shipper may tender gas to U-TOS at the Points of Receipt specified in the agreement, and U-TOS shall receive such gas at the Points of Receipt and redeliver an Equivalent Volume for the account of Shipper at the Point of Delivery specified in the agreement.

3. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Tariff are applicable to this Rate Schedule.

4. RATES AND CHARGES

- 4.1 Transportation Charge. Shipper agrees to pay U-TOS an amount each month equal to the sum of a reservation charge and a commodity charge determined as follows:
- (a) The reservation charge shall be the product of 100% of Shipper's Maximum Daily Quantity and U-TOS' effective reservation charge per Dth, as set forth on Sheet No. 4 of U-TOS' F.E.R.C. Gas Tariff, Third Revised Volume No. 1.
 - (b) The commodity charge shall be the product of the monthly volumes of gas, expressed in Dth, received by U-TOS from Shipper, or for the account of Shipper, at the Points of Receipt set forth in Exhibit A of Transportation Agreement, and U-TOS' effective commodity rate per Dth, as set forth on Sheet No. 4 to U-TOS' F.E.R.C. Gas Tariff, Third Revised Volume No. 1.
- 4.2 Partial Month's Service. If at the commencement or termination of the transportation agreement, service is provided for only a portion of a month, then the monthly reservation charge for such month shall be reduced proportionately based on the ratio of the number of days that transportation service was not in effect to the total number of days in such month.
- 4.3 Minimum Monthly Bill. Equivalent to monthly reservation charge.

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-146-001

Original Sheet No. 8A Original Sheet No. 8A : Superseded

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
(Continued)

- 4.4 Authorized Overrun. In addition to the charges specified above, Shipper agrees, subject to Section 8 of the General Terms and Conditions, to pay U-TOS an amount equal to the overrun charge determined as follows:

The overrun charge shall be the product of the volumes of gas, expressed in Dth, received by U-TOS from Shipper, or for the account of Shipper, at each Point of Receipt set forth in Exhibit A of the Transportation Agreement during any day, which are in excess of the Maximum Daily Volume (MDV) for such point of receipt, and U-TOS' effective overrun rate per Dth, as set forth on Sheet No. 4 to U-TOS' F.E.R.C. Gas Tariff, Third Revised Volume No. 1.

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
(Continued)

- 4.5 Unauthorized Overrun. U-TOS shall notify Shipper verbally of any unauthorized overrun service that is occurring for Shipper, and shall immediately confirm such notification by telex or similar means. Shipper shall pay U-TOS a penalty of \$2.00 per Dth or the current Spot Market Price for the Offshore Texas region as reported in Natural Gas Week, whichever is higher, for any unauthorized daily overrun not terminated within 24 hours of U-TOS' verbal notification. Such penalty payments shall be paid to U-TOS in addition to the charges otherwise payable by Shipper under this or the appropriate Rate Schedule. U-TOS may waive, in whole or in part, any overrun penalty provided for herein if, in U-TOS' sole discretion, such penalty was incurred due to circumstances beyond Shipper's control.
- 4.6 Transportation of Associated Liquids. If Associated Liquids are transported hereunder for Shipper and U-TOS is required by any regulatory agency, from time to time, to allocate a portion of its cost of service to such transportation service or to charge, or impute, a fee for such service, then Shipper shall reimburse U-TOS for such allocated costs and such fee.
- 4.7 Commission and Other Regulatory Fees. Shipper shall reimburse U-TOS for all filing, reporting and application fees required by the Commission or any other regulatory body which are related to service provided under this Rate Schedule.
- 4.8 Rate Changes. Subject to any rights or limitations imposed by additional Transportation Agreement provisions agreed to by Shipper and U-TOS, U-TOS may from time to time and at any time selectively adjust any or all of the rates charged to any individual Shipper for which a Maximum Rate and Minimum Rate are stated on Sheet No. 4 of this Tariff; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s), nor shall they be less than the Minimum Rate(s) set forth on such sheets. U-TOS shall have the right to charge the Maximum Rate at any time as a condition for new service or for continuation of service under an existing Agreement. U-TOS shall make all information filings required by the Commission's regulations with respect to any charges at less than the Maximum Rate. Whenever U-TOS adjusts the rate to be charged to a Shipper pursuant to this Section 4.8, notice thereof shall be given to Shipper not less than seventy-two (72) hours prior to the effective date of such adjustment.

5. WARRANTY

Shipper warrants for itself, its successors and assigns, that it will have at the time of delivery of Gas and Associated Liquids for transportation hereunder good title or the good right to deliver such Gas and Associated Liquids to U-TOS and accept redelivery at the Point of Delivery. U-TOS warrants for itself, its successors and assigns, that it will at the time of delivery to others of the Gas and Associated Liquids transported hereunder have good right to deliver such Gas and Associated Liquids to others. Shipper warrants for itself, its successors and assigns, that the Gas it warrants hereunder shall be free and clear of all liens, encumbrances, and claims whatsoever, that it will indemnify U-TOS and save U-TOS harmless from and against all suits, actions, debts, accounts, damages, costs, losses, and expenses including U-TOS' actual attorney's fees and cost of defense arising from or out of any adverse claims of any and all persons to said Gas and/or to royalties, taxes, license fees, or charges thereon which are applicable to such delivery of Gas and that it will indemnify U-TOS and save it harmless from all taxes or assessments which may be levied and assessed upon such delivery and which are by law payable by, and the obligation of, the Party making such delivery.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 88-006

Original Sheet Nos. 10, 11, 12 And 13 Original Sheet Nos. 10, 11, 12 And 13 : Superseded

SHEET NOS. 10, 11, 12 AND 13 ARE BEING RESERVED FOR FUTURE USE.

Effective Date: 12/01/1996 Status: Effective

FERC Docket: RP97- 65-000

First Revised Sheet Nos. 10-13 First Revised Sheet Nos. 10-13 : Superseded
Superseding: Original Sheet Nos. 10, 11, 12 and 13

SHEET NOS. 10 THROUGH 13 ARE BEING RESERVED FOR FUTURE USE.

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 88-006

Original Sheet No. 14 Original Sheet No. 14 : Superseded

FORM OF TRANSPORTATION AGREEMENT

(For Use Under Transporter's Rate Schedule FT)

THIS AGREEMENT, made and entered into as of _____, by and between U-T OFFSHORE SYSTEM (Transporter), a general partnership created under the laws of the State of Delaware, and _____, (Shipper), a _____ corporation,

W I T N E S S E T H:

WHEREAS, Shipper desires to have gas transported on a firm basis in the U-T Offshore System from offshore Louisiana.

WHEREAS, Transporter has sufficient capacity available to provide firm transportation of gas on behalf of Shipper.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties do covenant and agree as follows:

ARTICLE I

- 1.1 Obligation to Transportation. Commencing with the date of initial deliveries hereunder, Transporter shall receive at the Points of Receipt hereunder for the account of Shipper all Gas, together with Associated Liquids, which Shipper may cause to be delivered to it up to Shipper's Maximum Daily Quantity (MDQ) as set forth in Exhibit A hereof, and shall be obligated to deliver for the account of Shipper on a firm basis at the Point of Delivery hereunder Equivalent Volumes in the manner and subject to the conditions hereinafter set forth.
- 1.2 Term. This Agreement shall become effective on _____, 19____. After this Agreement becomes effective it shall continue in full force and effect for a period of _____ from the effective date of such Agreement and from year to year thereafter until this Agreement is terminated as provided in Article I, Section 1.3 or until the dissolution of Transporter.
- 1.3 Termination. Either party may elect to terminate this Agreement as of the end of said _____ period or as of the end of any succeeding extended annual period by giving written date notice to the other party of such election not less than 90 days prior to the termination designated in such notice.

ARTICLE II

- 2.1 Point(s) of Receipt. The point(s) of receipt shall be those identified on Exhibit A hereto.

ARTICLE III

- 3.1 Point of Delivery. The point of delivery shall be that identified on Exhibit A hereto.

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FERC Docket: RP97-146-001

First Revised Sheet No. 15 First Revised Sheet No. 15 : Superseded
Superseding: Original Sheet No. 15

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
(Continued)

ARTICLE IV

- 4.1 Rate Schedule and Charges. Each month, Shipper shall pay Transporter for the service hereunder, an amount determined in accordance with Transporter's Rate Schedule FT and the applicable provisions of the General Terms and Conditions of Transporter's F.E.R.C. Gas Tariff, Third Revised Volume No. 1, as filed with the F.E.R.C. Such rate schedule and General Terms and Conditions are incorporated herein by reference and are made a part hereof. For all gas delivered to the Point(s) of Receipt in Exhibit A hereto and redelivered to the Point of Delivery in Exhibit A hereto, Shipper shall pay the currently effective rates and charges under Rate Schedule FT, as the same may be amended or superseded in accordance with applicable provisions of the Natural Gas Act and the rules and regulations of the F.E.R.C. The rates and charges shall be billed and paid for in accordance with the General Terms and Conditions applicable to Rate Schedule FT.
- 4.2 Rate Adjustments. It is agreed that either Transporter or Shipper may seek authorization from time to time from the F.E.R.C. for such rate adjustments as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE V

- 5.1 Receipt Pressure. The minimum pressure at which Shipper may be requested to deliver gas to Transporter at the Point(s) of Receipt is set forth in Exhibit A hereto.
- 5.2 Delivery Pressure. The minimum pressure at which Transporter is required to cause gas to be delivered at the Point of Delivery is set forth in Exhibit A hereto.

ARTICLE VI

- 6.1 Notices. Except as herein otherwise provided, any notice, request, demand, statement, bill, or payment provided for in this Agreement, or any notice which either party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered or certified mail return receipt requested to the Post Office Address of the parties hereto as follows:

TRANSPORTER:

U-T Offshore System
c/o ANR Pipeline Company, Operator
500 Renaissance Center
Detroit, Michigan 48243

Attention: Manager, Business Operations

SHIPPER:

or such other address as either of the parties hereunder shall designate by formal written notice. Routine communications including monthly statements and payments, shall be considered as duly delivered when properly addressed and mailed by either registered, certified or first class mail, postage prepaid.

FORM OF TRANSPORTATION AGREEMENT
(For Use Under Transporter's Rate Schedule FT)
(Continued)

ARTICLE VII

7.1 Waivers. No waiver by either Shipper or Transporter of any one or more defaults in the performance of any provision hereunder shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

ARTICLE VIII

8.1 Regulations. This Agreement, and all terms and provisions contained herein, and the respective obligations of the parties hereunder are subject to valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX

9.1 Assignments. Any company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Shipper, or of Transporter, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either of the parties may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, or similar instrument which it has executed or may execute hereafter covering substantially all of its properties; otherwise it neither of the parties shall assign this Agreement or any of their rights hereunder unless further, first shall have obtained the consent thereto in writing of the other party, provided without however, that neither of the parties shall be released from its obligations hereunder the consent of the other.

ARTICLE X

10.1 Limitation on Liability of Partner. The parties hereto hereby agree that any claim against the Transporter which may arise hereunder shall be made only against the Transporter and all rights to proceed against the Partners therein, individually, or against their assets as a result of such claim or any obligation arising therefrom, is hereby waived.

10.2 Indemnification of Operator. Shipper shall indemnify and save harmless any Operator of the System, designated by Transporter to operate the System for Transporter as an independent contractor, and such Operator's officers, agents and employees from any claim, demand or expense for loss, damage or injury arising out of or in any way connected with the quality, use or condition of the Gas and Associated Liquids after the delivery from the System.

10.3 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware.

10.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

10.5 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 88-006

Original Sheet No. 17 Original Sheet No. 17 : Superseded

FORM OF TRANSPORTATION AGREEMENT

(For Use Under Transporter's Rate Schedule FT)
(Continued)

ARTICLE XI

11.1 Further Agreement. (Write None or specify the agreement)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in several counterparts by its duly authorized officer as of _____, 19_____.

U-T Offshore System
(A General Partnership)

By _____

By _____

Effective Date: 06/01/1997 Status: Effective
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Second Revised Sheet No. 18 Second Revised Sheet No. 18 : Superseded
Superseding: First Revised Sheet No. 18

FORM OF TRANSPORTATION AGREEMENT

(For Use Under Transporter's Rate Schedule FT)
(Continued)

EXHIBIT A

Maximum Daily Quantity: _____ Dth

Points of Receipt 1/

Location -----	Maximum Daily Volume in Dth /2 -----	Minimum Pressure -----
-------------------	---	------------------------------

Point of Delivery

Location -----	Maximum Daily Volume in Dth /2 -----	Minimum Pressure -----
-------------------	---	------------------------------

- 1/ See subsections 6.2 and 6.3 of Section 6 of the General Terms and Conditions for the definitions of Primary Point of Receipt and Secondary Point of Receipt, respectively.
- 2/ The sum of the Maximum Daily Volumes must equal the Maximum Daily Quantity specified hereinabove.

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First Revised Sheet Nos. 19-20 First Revised Sheet Nos. 19-20 : Superseded
Superseding: Original Sheet Nos. 19 and 20

SHEET NOS. 19 THROUGH 20 ARE BEING RESERVED FOR FUTURE USE.

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Second Revised Sheet No. 21 Second Revised Sheet No. 21 : Superseded
Superseding: First Revised Sheet No. 21

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This rate schedule is available to any party (Shipper) in the U-T Offshore System (U-TOS) for the transportation of gas on an interruptible basis, subject to available capacity in accordance with Section 7.8 of the General Terms and Conditions, where: (1) the Shipper has demonstrated, to U-TOS' reasonable satisfaction, that it is creditworthy in accordance with Section 5 of the General Terms and Conditions; (2) the Shipper has executed a Transportation Agreement with U-TOS for interruptible service; and (3) the Shipper has become a party to the "Gas Allocation Agreement".

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This rate schedule shall apply to all natural gas transported under a Transportation Agreement executed with U-TOS for interruptible service under this Rate Schedule.
- 2.2 Pursuant to this rate schedule, U-TOS will transport gas for Shipper up to the Maximum Daily Quantity (MDQ) specified in the transportation agreement. Shipper may tender gas to U-TOS at the Points of Receipt specified in the agreement, and U-TOS shall receive such gas at the Points of Receipt and redeliver an Equivalent Volume for the account of Shipper at the Point of Delivery specified in the agreement. If at any time, the capacity in U-TOS is insufficient to transport all of Shipper's nominations as well as nominations of all other Shippers on U-TOS, U-TOS will allocate capacity among all shippers in accordance with subsection 7.8 of Section 7 of the General Terms and Conditions.

3. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Tariff are applicable to this Rate Schedule.

4. RATES AND CHARGES

- 4.1 Transportation Charge. Shipper agrees to pay U-TOS an amount each month equal to the transportation charge determined as follows:

The transportation charge shall be the product of the monthly volumes of gas, expressed in Dth, received by U-TOS from Shipper, or for the account of Shipper, at the Points of Receipt set forth in Exhibit A of Transportation Agreement, and U-TOS' effective interruptible transportation rate per Dth, as set forth on Sheet No. 4 to U-TOS' F.E.R.C. Gas Tariff, Third Revised Volume No. 1.

- 4.2 Minimum Monthly Bill. None

- 4.3 Authorized Overrun. In addition to the charges specified above, Shipper agrees, subject to Section 8 of the General Terms and Conditions, to pay U-TOS an amount equal to the overrun charge determined as follows:

The overrun charge shall be the product of the volumes of gas, expressed in Dth, received by U-TOS from Shipper, or for the account of Shipper, at each Point of Receipt set forth in Exhibit A of the Transportation Agreement during any day,

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FERC Docket: RP97-146-001

Original Sheet No. 21A Original Sheet No. 21A : Superseded

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued)

which are in excess of the Maximum Daily Volume (MDV) for such point of receipt, and U-TOS' effective overrun rate per Dth, as set forth on Sheet No. 4 to U-TOS' F.E.R.C. Gas Tariff, Third Revised Volume No. 1.

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued)

- 4.4 Unauthorized Overrun. U-TOS shall notify Shipper verbally of any unauthorized overrun service that is occurring for Shipper, and shall immediately confirm such notification by telex or similar means. Shipper shall pay U-TOS a penalty of \$2.00 per Dth or the current Spot Market Price for the Offshore Texas region as reported in Natural Gas Week, whichever is higher, for any unauthorized daily overrun not terminated within 24 hours of U-TOS' verbal notification. Such penalty payments shall be paid to U-TOS in addition to the charges otherwise payable by Shipper under this or the appropriate Rate Schedule. U-TOS may waive, in whole or in part, any overrun penalty provided for herein if, in U-TOS' sole discretion, such penalty was incurred due to circumstances beyond Shipper's control.
- 4.5 Transportation of Associated Liquids. If Associated Liquids are transported hereunder for Shipper and U-TOS is required by any regulatory agency, from time to time, to allocate a portion of its cost of service to such transportation service or to charge, or impute, a fee for such service, then Shipper shall reimburse U-TOS for such allocated costs and such fee.
- 4.6 Commission and Other Regulatory Fees. Shipper shall reimburse U-TOS for all filing, reporting and application fees required by the Commission or any other regulatory body which are related to service provided under this Rate Schedule.
- 4.7 Rate Changes. Subject to any rights or limitations imposed by additional Transportation Agreement provisions agreed to by Shipper and U-TOS, U-TOS may from time to time and at any time selectively adjust any or all of the rates charged to any individual Shipper for which a Maximum Rate and Minimum Rate are stated on Sheet No. 4 of this Tariff; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s), nor shall they be less than Minimum Rate(s), set forth on such sheets. U-TOS shall have the right to charge the Maximum Rate at any time as a condition for new service or for continuation of service under an existing Agreement. U-TOS shall make all information filings required by the Commissions' regulations with respect to any charges at less than the Maximum Rate. Whenever U-TOS adjusts the rate to be charged to a Shipper pursuant to this Section 4.7, notice thereof shall be given to Shipper not less than seventy-two (72) hours prior to the effective date of such adjustment.

5. WARRANTY

Shipper warrants for itself, its successors and assigns, that it will have at the time of delivery of Gas and Associated Liquids for transportation hereunder good title to deliver such Gas and Associated Liquids to U-TOS and accept redelivery at the Point of Delivery. U-TOS warrants for itself, its successors and assigns, that it will at the time of delivery to others of the Gas and Associated Liquids transported hereunder have good right to deliver such Gas and Associated Liquids to others. Shipper warrants for itself, its successors and assigns, that the Gas it warrants hereunder shall be free and clear of all liens, encumbrances, and claims whatsoever, that it will indemnify U-TOS and save U-TOS harmless from and against all suits, actions, debts, accounts, damages, costs, losses, and expenses including U-TOS' actual attorney's fees and cost of defense arising from or out of any adverse claims of any and all persons to said Gas and/or to royalties, taxes, license fees, or charges thereon which are applicable to such delivery of Gas and that it will indemnify U-TOS and save it harmless from all taxes or assessments which may be levied and assessed upon such delivery and which are by law payable by, and the obligation of, the Party making such delivery.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 88-006

Original Sheet Nos. 23, 24 And 25 Original Sheet Nos. 23, 24 And 25 : Superseded

SHEET NOS. 23, 24 AND 25 ARE BEING RESERVED FOR FUTURE USE.

Effective Date: 12/01/1996 Status: Effective

FERC Docket: RP97- 65-000

First Revised Sheet Nos. 23-25 First Revised Sheet Nos. 23-25 : Superseded
Superseding: Original Sheet Nos. 23, 24 and 25

SHEET NOS. 23 THROUGH 25 ARE BEING RESERVED FOR FUTURE USE.

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 88-006

Original Sheet No. 26 Original Sheet No. 26 : Superseded

FORM OF TRANSPORTATION AGREEMENT

(For Use Under Transporter's Rate Schedule IT)

THIS AGREEMENT, made and entered into as of _____, by and between U-T OFFSHORE SYSTEM (Transporter), a general partnership created under the laws of the State of Delaware, and _____, (Shipper), a _____ corporation,

W I T N E S S E T H:

WHEREAS, Shipper desires to have gas transported on an interruptible basis in the U-T Offshore System from offshore Louisiana.

WHEREAS, Transporter may have interruptible capacity available to provide transportation of gas on behalf of Shipper.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties do covenant and agree as follows:

ARTICLE I

- 1.1 Obligation to Transportation. Commencing with the date of initial deliveries hereunder, Transporter shall receive at the Points of Receipt hereunder for the account of Shipper all Gas, together with Associated Liquids, which Shipper may cause to be delivered to it up to Shipper's Maximum Daily Quantity (MDQ) as set forth in Exhibit A hereof, and shall be obligated to deliver for the account of Shipper on an interruptible basis at the Point of Delivery hereunder Equivalent Volumes in the manner and subject to the conditions hereinafter set forth.
- 1.2 Term. This Agreement shall become effective on _____, 19____. After this Agreement becomes effective it shall continue in full force and effect for a period of _____ from the effective date of such Agreement and from year to year thereafter until this Agreement is terminated as provided in Article I, Section 1.3 or until the dissolution of Transporter.
- 1.3 Termination. Either party may elect to terminate this Agreement as of the end of said _____ period or as of the end of any succeeding extended annual period by giving written date notice to the other party of such election not less than 90 days prior to the termination date designated in such notice.

ARTICLE II

- 2.1 Point(s) of Receipt. The point(s) of receipt shall be those identified on Exhibit A hereto.

ARTICLE III

- 3.1 Point of Delivery. The point of delivery shall be that identified on Exhibit A hereto.

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-146-001

First Revised Sheet No. 27 First Revised Sheet No. 27 : Superseded
Superseding: Original Sheet No. 27

FORM OF TRANSPORTATION AGREEMENT

(For Use Under Transporter's Rate Schedule IT)
(Continued)

ARTICLE IV

- 4.1 Rate Schedule and Charges. Each month, Shipper shall pay Transporter for the service hereunder, an amount determined in accordance with Transporter's Rate Schedule IT and the applicable provisions of the General Terms and Conditions of Transporter's F.E.R.C. Gas Tariff, Third Revised Volume No. 1, as filed with the F.E.R.C. Such rate schedule and General Terms and Conditions are incorporated herein by reference and are made a part hereof. For all gas delivered to the Point(s) of Receipt in Exhibit A hereto and redelivered to the Point of Delivery in Exhibit A hereto, Shipper shall pay the effective rates and charges under Rate Schedule IT, as the same may be amended or superseded in accordance with applicable provisions of the Natural Gas Act and the rules and regulations of the F.E.R.C. The rates and charges shall be billed and paid for in accordance with the General Terms and Conditions applicable to Rate Schedule IT.
- 4.2 Rate Adjustments. It is agreed that either Transporter or Shipper may seek authorization from time to time from the F.E.R.C. for such rate adjustments as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE V

- 5.1 Receipt Pressure. The minimum pressure at which Shipper may be requested to deliver gas to Transporter at the Point(s) of Receipt is set forth in Exhibit A hereto.
- 5.2 Delivery Pressure. The minimum pressure at which Transporter is required to cause gas to be delivered at the Point of Delivery is set forth in Exhibit A hereto.

ARTICLE VI

- 6.1 Notices. Except as herein otherwise provided, any notice, request, demand, statement, bill, or payment provided for in this Agreement, or any notice which either party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered or certified mail return receipt requested to the Post Office Address of the parties hereto as follows:

TRANSPORTER:

U-T Offshore System
c/o ANR Pipeline Company, Operator
500 Renaissance Center
Detroit, Michigan 48243

Attention: Manager, Business Operations

SHIPPER:

or such other address as either of the parties hereunder shall designate by formal written notice. Routine communications including monthly statements and payments, shall be considered as duly delivered when properly addressed and mailed by either registered, certified or first class mail, postage prepaid.

FORM OF TRANSPORTATION AGREEMENT

(For Use Under Transporter's Rate Schedule IT)
(Continued)

ARTICLE VII

7.1 Waivers. No waiver by either Shipper or Transporter of any one or more defaults in the performance of any provision hereunder shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

ARTICLE VIII

8.1 Regulations. This Agreement, and all terms and provisions contained herein, and the respective obligations of the parties hereunder are subject to valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX

9.1 Assignments. Any company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Shipper, or of Transporter, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either of the parties may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, or similar instrument which it has executed or may execute hereafter covering substantially all of its properties; otherwise it neither of the parties shall assign this Agreement or any of their rights hereunder unless further, first shall have obtained the consent thereto in writing of the other party, provided without however, that neither of the parties shall be released from its obligations hereunder the consent of the other.

ARTICLE X

10.1 Limitation on Liability of Partner. The parties hereto hereby agree that any claim against the Transporter which may arise hereunder shall be made only against the Transporter and all rights to proceed against the Partners therein, individually, or against their assets as a result of such claim or any obligation arising therefrom, is hereby waived.

10.2 Indemnification of Operator. Shipper shall indemnify and save harmless any Operator of the System, designated by Transporter to operate the System for Transporter as an independent contractor, and such Operator's officers, agents and employees from any claim, demand or expense for loss, damage or injury arising out of or in any way connected with the quality, use or condition of the Gas and Associated Liquids after the delivery from the System.

10.3 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware.

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FERC Docket: RS92- 88-006

Original Sheet No. 29 Original Sheet No. 29 : Superseded

FORM OF TRANSPORTATION AGREEMENT

(For Use Under Transporter's Rate Schedule IT)
(Continued)

- 10.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
- 10.5 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

ARTICLE XI

- 11.1 Further Agreement (Write None or specify the agreement)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in several counterparts by its duly authorized officer as of _____, 19_____.

U-T Offshore System
(A General Partnership)

By _____

By _____

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-146-001

Second Revised Sheet No. 30 Second Revised Sheet No. 30 : Superseded
Superseding: First Revised Sheet No. 30

FORM OF TRANSPORTATION AGREEMENT

(For Use Under Transporter's Rate Schedule IT)
(Continued)

EXHIBIT A

Maximum Daily Quantity: _____ Dth

Points of Receipt 1/

Location -----	Maximum Daily Volume in Dth /2 -----	Minimum Pressure -----
-------------------	---	------------------------------

Point of Delivery

Location -----	Maximum Daily Volume in Dth /2 -----	Minimum Pressure -----
-------------------	---	------------------------------

1/ See subsections 6.2 and 6.3 of Section 6 of the General Terms and Conditions for the definitions of Primary Point of Receipt and Secondary Point of Receipt, respectively.

2/ The sum of the Maximum Daily Volumes must equal the Maximum Daily Quantity specified hereinabove.

Effective Date: 12/01/1996 Status: Effective

FERC Docket: RP97- 65-000

First Revised Sheet Nos. 31-32 First Revised Sheet Nos. 31-32 : Superseded
Superseding: Original Sheet Nos. 31 and 32

SHEET NOS. 31 THROUGH 32 ARE BEING RESERVED FOR FUTURE USE.

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FERC Docket: RP97-146-001

Third Revised Sheet No. 33 Third Revised Sheet No. 33 : Superseded
Superseding: Second Revised Sheet No. 33

GENERAL TERMS AND CONDITIONS
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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 The term "Associated Liquids" shall mean condensate (without free water) produced in conjunction with the production of Gas to be transported in the System and liquefiable hydrocarbons contained in such Gas but not including oil.
- 1.2 The term "Btu" shall mean one (1) British thermal unit, the amount of heat required to raise the temperature of one (1) pound of water one (1) degree Fahrenheit at sixty (60) degrees Fahrenheit. (Btu is measured on a dry basis at 14.73 psia.)
- 1.3 The term "Maximum Daily Quantity" shall mean the aggregate of the Maximum Daily Volumes of Gas, expressed in Dth per day, which U-TOS, subject to Rate Schedules FT and IT and the terms and provisions of the Transportation Agreement executed by U-TOS and the Shipper, has agreed to accept for transportation for the account of Shipper from the Points of Receipt as set forth in Exhibit A of the Transportation Agreement.
- 1.4 The term "Central Time" shall mean Central Clock Time, which includes the recognition of Daylight Savings Time.
- 1.5 The term "Day" or "Gas Day" shall mean a period of 24 consecutive hours, ending at 9:00 a.m. Central Time.
- 1.6 The term "Equivalent Volumes" shall mean the sum of the volumes of Gas, expressed in Dth, received by U-TOS for the account of shipper at the Points of Receipt identified in Exhibit A of the Transportation Agreement during any given period of time, (a) reduced by (i) Shipper's Share of compressor fuel and the Unaccounted For Gas determined by multiplying Shipper's nominated volume for that same period of time by the ratio of U-TOS' total system compressor fuel and Unaccounted For Gas volume during the three consecutive calendar months that immediately precede the calendar month before such period of time to U-TOS' total system received volume during the same three calendar months (it being the intent that the ratio used best projects U-TOS' actual compressor fuel and Unaccounted For Gas volume), and (ii) any Gas vented as provided for in Section 7.13 during the same period of time and (b) adjusted for any variations in Btu content, it being the intent of the parties that the volumes of Gas redelivered at the Point of Delivery set forth in Exhibit A of the Transportation Agreement be the thermal equivalent of the volumes of Gas delivered at the Points of Receipt of such Transportation Agreement for transportation, as adjusted in (a) above. In the event the ownership of Gas lost as a result of an event of force majeure can be reasonably identified, the volume thereof shall be charged to the owner or owners so identified. With respect to adjustment (a)(i) above, where the given period of time under consideration is greater than one calendar month, each calendar month shall be considered discretely such that the nomination for each calendar month, or part thereof, shall be multiplied by the ratio derived pursuant to (a)(i) for each corresponding calendar month.
- 1.7 The term "F.E.R.C." or "Commission" shall mean the Federal Energy Regulatory Commission or any Commission, agency or other federal governmental body succeeding substantially to the powers of such Commission.
- 1.8 The term "Gas" shall mean natural gas, including casinghead gas produced with crude oil, gas from gas wells and gas from condensate wells.

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First Revised Sheet No. 34A First Revised Sheet No. 34A : Superseded
Superseding: Original Sheet No. 34A

GENERAL TERMS AND CONDITIONS

- 1.9 The term "Gas Allocation Agreement" shall mean the Agreement identified in Section 1.1 of said Agreement between U-TOS and the Shippers which provides for the method for the measuring, for the sharing of Unaccounted for Gas and for the allocation of Equivalent Volumes actually received at the delivery points set forth in the Agreement.
- 1.10 The term "Heat Content" shall mean the number of Btu's produced by the complete combustion at constant pressure of the amount of anhydrous Gas which would occupy a volume of one cubic foot at a temperature of sixty (60) degrees Fahrenheit and an absolute pressure at 14.73 psia.
- 1.11 The term "Mcf" shall mean one thousand (1,000) cubic feet of Gas; the term MMcf shall mean one million (1,000,000) cubic feet of Gas. (Mcf is measured on a dry basis at 14.73 psia and 60 degrees Fahrenheit.)
- 1.12 The term "Dth" or "Dekatherm" shall mean 1,000,000 Btu.
- 1.13 The term "Month" shall mean the period beginning at 9:00 a.m. Central Time on the first day of calendar month and ending at the same hour on the first day of the next succeeding calendar month.
- 1.14 The term "Pro Rata Share" shall mean the ratio that the volume of Gas delivered to U-TOS by or for the account of Shipper bears to the total volume of Gas delivered to U-TOS by all Shippers for transportation in the System during any given period of time.

GENERAL TERMS AND CONDITIONS
(Continued)

- 1.15 The term "Currently Effective Contract Demand" shall mean the aggregate of the maximum daily volumes of Gas, expressed in Dth per day, which U-TOS is obligated to accept for transportation for the account of each firm shipper under U-TOS' F.E.R.C. Gas Tariff, Original Volume No. 2, and Third Revised Volume No. 1.
- 1.16 The term "System" shall mean the pipeline and related facilities at the time owned by U-TOS.
- 1.17 The term "Unaccounted For Gas" shall mean the difference between the sum of all input volumes of Gas to the System and the sum of all output volumes of Gas from the System, which difference shall include but shall not be limited to compressor fuel, Gas vented (other than Gas vented pursuant to Section 7.13) and Gas used and accounted for in pipeline operations, and Gas lost as a result of an event of force majeure, the ownership of which cannot be reasonably identified, adjusted to such degree as is practicable for variations in Gas volumes due to the transportation of Associated Liquids during any given period of time.
- 1.18 The term "Maximum Daily Volumes" shall mean a Maximum Daily Volume (MDV) of Gas and Associated Liquids, expressed in Dth, stipulated by Shipper and U-TOS from time to time for delivery at each Point of Receipt, the aggregate of all such stipulated MDVs at points of receipt not to exceed the MDQ.
- 1.19 The term "Operator" shall mean the entity selected by U-TOS and which has entered into a service agreement with U-TOS to operate the U-TOS System.
- 1.20 The term "Authorized Overrun" shall mean nominations of a Shipper, in excess of contract MDV's, that U-TOS is obligated to schedule and transport, to the extent of available capacity, under Section 7.8 of the General Terms and Conditions.
- 1.21 The term "Unauthorized Overrun" shall mean a delivery of gas to any U-TOS receipt point, by a U-TOS Shipper, without a nomination for service at that receipt point, as authorized by U-TOS in whole or in part under the scheduling provisions of Section 7 of the General Terms and Conditions.
- 1.22 The term "Spot Market Price" shall mean the cost of gas as reported in the Natural Gas Week, Gas Price Report, Texas Gulf Coast, Offshore.
- 1.23 The term "Business Day" shall mean Monday through Friday, excluding Federal Banking holidays.
- 1.24 The term "nomination period" shall mean that period of time that the Shipper includes in a nomination for gas service. All nominations must include begin and end dates which shall not exceed the term of the Shipper's contract, and shall not be less than one day.
- 1.25 The term "Nominating Agent" shall mean the party, other than the Shipper, who has been designated in writing by the Shipper to act as Shipper's agent in providing nominations and nomination changes to the Transporter, and to be responsible for all other nomination related activities. Transporter will assume that the designated Nominating Agent will remain the same from month to month, until otherwise changed or revoked in writing by the Shipper.

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FERC Docket: RP97-146-001

Original Sheet No. 35A Original Sheet No. 35A : Superseded

GENERAL TERMS AND CONDITIONS
(Continued)

- 1.26 The term "Designated Allocator" shall mean the production operator at the individual U-TOS measurement point, or an alternate party designated by the production operator who will be responsible for providing U-TOS with the required predetermined allocations at such U-TOS measurement point.
- 1.27 The term "Predetermined Allocation (PDA)" shall mean the method determined by the Designated Allocator and provided to U-TOS in accordance with Sections 7.6 and 7.7 of the General Terms and Conditions to be used by U-TOS in allocating the actual gas volumes delivered for the Shippers' accounts from the individual U-TOS measurement points to the respective U-TOS Receipt Points.
- 1.28 The term "scheduled volume" or "scheduled nomination" shall mean a volume that has been nominated by Shipper and confirmed by U-TOS in accordance with Sections 7.2, 7.3 and 7.4 of the General Terms and Conditions hereof.

GENERAL TERMS AND CONDITIONS
(Continued)

2. REQUESTS FOR TRANSPORTATION SERVICE

2.1 Requests. To seek to qualify for Transportation Service pursuant to Rate Schedules FT or IT, a potential Shipper shall submit a request for such service in writing to U-TOS on a Request Form supplied by U-TOS, and as contained in Sheet Nos. 106-109 of this tariff. U-TOS will time and date stamp each Request Form on the date U-TOS receives the completed Request Form. U-TOS shall evaluate and respond to such requests as soon as is reasonably possible, after receipt of such request. Such a Request shall be considered acceptable only if the information specified in subsections 2.2(a) through (j) below is provided in writing, but U-TOS may waive all or a portion of such information in individual instances, when the information is already in possession of U-TOS. Each request for service under Rate Schedule FT by or on behalf of each proposed Shipper, user or reseller of gas shall be accompanied by refundable earnest money in the form of a certified or cashier's check payable to U-TOS in the amount of the lesser of ten thousand dollars (\$10,000) or the maximum reservation charge which would be due for the first three months for such requested service, which amount shall be applied, until fully used, against the first amounts due by Shipper to U-TOS as a reservation charge; provided, however, that if an Agreement with Shipper is not executed such amount shall be refunded to Shipper. Requests for service shall be sent to:

U-T Offshore System
c/o ANR Pipeline Company, Operator
500 Renaissance Center
Detroit, Michigan 48243

Attention: Manager, Business Operations

2.2 Form of Requests for Transportation

(a) Valid Request

Each request, to be considered as an acceptable and valid request, must furnish the portion of the information set forth below that is designated "Required Information" on the Request Form, and the remainder of the information on such form shall be furnished at the same time or soon thereafter. The Request Form "U-T Offshore System's Transportation Service Request Form" is set forth on Sheet Nos. 106 through 109 and may be changed from time to time and reissued by U-TOS.

(b) Requester's Identification (required if Requester is different than Shipper)

- i. Name, address, representative and telephone number of party requesting service.
- ii. The affiliation, if any, of the party requesting service with U-TOS or with any of the partners in U-TOS, and the extent of the affiliation, if any.

GENERAL TERMS AND CONDITIONS
(Continued)

(c) Shipper's Identification

(Note: the "Shipper" is the party which proposes to execute the Transportation Agreement).

- i. Name, address, representative and telephone number(s) of Shipper(s).
- ii. The nature of the Shipper(s) (i.e., an interstate pipeline, intrastate pipeline, local distribution company, end-user, producer or marketer).
- iii. The state in which Shipper is organized or incorporated.
- iv. The affiliation, if any, of the Shipper(s) with U-TOS or with any of the partners in U-TOS, and the extent of the affiliation, if any.

(d) Type of service(s) requested

Specify whether desired service is under Rate Schedule FT or Rate Schedule IT.

(e) Quantity (stated in Dths)

- i. Maximum Daily Quantity to be transported
- ii. Maximum Daily Volume (MDV), expressed in Dth, to be transported by Point of Receipt. The sum of the MDV's must equal the MDQ.
- iii. For Transportation Service under Rate Schedule FT, the Maximum Daily Quantity at each Point of Delivery. (It is recognized that limitations of quantities received at individual Point(s) of Receipt may need to be imposed by U-TOS, in light of capacity limitations of Point(s) of Receipt and/or pipeline facilities connected thereto.)
- iv. Amount of Associated Liquids, if any, at each Point of Receipt. (State in barrels per 1000 Dth) v. Total Quantity of Gas requested to be transported over the life of the transportation agreement, defined as the MDQ times the number of days of the requested initial term.
- v. Total Quantity of gas requested to be transported over the life of the transportation agreement, defined as the MDQ times the number of days of the requested initial term.

(f) Point(s) of Receipt

Location of Point(s) of Receipt, identified by Production Platform at each Point of Receipt described.

(g) Point(s) of Delivery

Location of Point(s) of Delivery and the name of the party which will receive the Gas from U-TOS at each Point of Delivery described.

GENERAL TERMS AND CONDITIONS
(Continued)

(h) Certified Statement

an A certified statement that the Shipper has, or will have, by the time of execution of Agreement with U-TOS, title to the Gas or right to deliver the gas which is to be Transported and owns facilities or contractual rights which will cause such Gas to be delivered to and received from U-TOS.

(i) Term of Service

- i. Date service is requested to commence.
- ii. Date service is requested to terminate.

(j) Source/Use of Gas

with known). The producing area by block and by point of measurement which is the source of the Gas requested to be transported. Whether the supplier of the Gas to be transported is affiliated with U-TOS or any of the partners in U-TOS and, if so, the extent of such affiliation (if known). The state where the ultimate end user of the Gas will use such Gas.

(k) Credit Evaluation

with of of possession thereafter; they defined Shipper's Bank References. Shipper should submit year end audited financial statements of Shipper together with the latest quarterly report. Shipper's Affiliates, including parent, subsidiaries of parent and of such subsidiaries, and subsidiaries of Shipper. In the event proceedings have been commenced by or against such Shipper for any relief under any bankruptcy or insolvency law, or any law relating to the relief of debtors, readjustment composition or extension; or in the event a decree or order of a court having jurisdiction in the premises for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of such Shipper, or a substantial part of its property, or for the winding up or liquidation of its affairs, shall have been entered, or any substantial part of the property of such shipper shall be sequestered or attached and shall not be returned to the possession of such Shipper or released from such attachment within thirty (30) days or in the event such Shipper shall make a general assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due, Shipper shall be required to fully disclose any and all actions regarding the above described proceedings against Shipper or related parties in (iii) above, in its request for service.

GENERAL TERMS AND CONDITIONS
(Continued)

(1) Sale by Affiliated Marketer

If the Shipper(s) is affiliated with U-TOS or any of the partners in U-TOS, and will be marketing the Gas to be transported, a statement whether and by how much the cost of the Gas to the Shipper(s) exceeds the price to be received for the sale of the Gas by the Shipper(s), after deducting associated costs, including those incurred for transportation (i.e., whether and by how much the Gas will be sold at a loss).

2.3 Subsequent Information

If any of the events or actions described in 2.2(k) (iv) above, shall be initiated or imposed during the term of service hereunder, Shipper shall provide notification thereof to U-TOS within two (2) business days of any such initiated or imposed event or action. Shipper shall also provide, forthwith, such additional Shipper credit information as may be reasonably required by U-TOS, at any time during the term of service hereunder, to determine Shipper's creditworthiness. Also refer to Section 5 of these General Terms and Conditions.

2.4 Request Validity

Shipper's Request for Transportation Service shall be considered null and void if U-TOS has tendered an Agreement for execution to Shipper and Shipper fails to execute the Agreement within thirty (30) days thereafter. In determining whether it is feasible to execute an Agreement, in light of available capacity, relative to service under Rate Schedule FT, after provision for existing requirements on its system, operating constraints and pending requests for service, U-TOS will not tender an agreement which relates to requests for firm service for which it does not have sufficient available capacity, relative to service under Rate Schedule FT, or service which Shipper does not desire to or cannot begin within fifteen (15) days after the execution of the Agreement, or such other period as the parties may agree to in writing.

2.5 Shipper's Performance

If a Shipper that has executed an Agreement for interruptible transportation service fails, on the later of the date service is to commence or 30 days after the Shipper executes the Agreement or the completion of construction of any necessary facilities or the issuance of any necessary governmental authorization, to nominate, pursuant to Section 7.1 of these General Terms and Conditions, a quantity of Gas for transportation, or fails, having nominated a quantity of Gas and U-TOS having scheduled the quantity for transportation, pursuant to Section 7.8 of these General Terms and Conditions, to tender such Gas for transportation on the date it is scheduled, U-TOS may terminate Shipper's Agreement and the Shipper's request for service shall be deemed null and void; provided, however, that the Shipper's Agreement shall not be terminated nor shall the Shipper's request for service be deemed null and void if the Shipper's failure to nominate or tender is caused by an event of force majeure on U-TOS' system, as defined in Section 13 of these General Terms and Conditions.

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Second Revised Sheet No. 40 Second Revised Sheet No. 40 : Superseded
Superseding: First Revised Sheet No. 40

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2.6 Complaints

In the event that a Shipper or potential Shipper has a complaint relative to service under this Third Revised Volume No. 1, the Shipper shall:

- (a) Provide a written description of the complaint, including the identification of the transportation request, and send it to:

U-T Offshore System
c/o ANR Pipeline Company, Operator
500 Renaissance Center
Detroit, Michigan 48243

Attention: Manager, Business Operations

- (b) U-TOS will respond to any such complaint verbally within 48 hours after receipt of the complaint. In the initial response, U-TOS will acknowledge receipt of the complaint and request any additional information that is needed to process the complaint. Within thirty days from the day of receipt of a written complaint, U-TOS will respond to the complaint in writing advising Shipper of the disposition of the complaint.

2.7 Information

Any person may request information on the pricing or other terms of transportation service and/or capacity availability by contacting U-TOS at the following:

U-T Offshore System
c/o ANR Pipeline Company, Operator
500 Renaissance Center
Detroit, Michigan 48243

Attention: Manager, Business Operations

Such information may also be available to parties having authorized access to U-TOS' Electronic Delivery Mechanism, as further described in Section 20 of these General Terms and Conditions.

3. MEASUREMENT

- 3.1 Unit of Measurement and Metering Base. The volumetric measurement base shall be 1 cubic foot of Gas at a pressure base of 14.73 pounds per square inch absolute, a temperature base of 60 degrees Fahrenheit (on a dry basis).
- 3.2 The unit of gas received and delivered by Transporter shall be 1 Dth. The number of Dth shall be determined by multiplying the number of standard cubic feet of gas measured on the measurement basis described in this section, by the total Heating Value of such gas in Btu per standard cubic foot as defined in Section 4.1 below, and by dividing the product by 1 million (1,000,000). For reporting purposes, Btu conversion factors should be reported to not less than 3 decimal places and Pressure Base conversion factors should be reported to not less than 6 decimal places. For calculation purposes, not less than 6 decimal places should be used for both conversion factors.

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Original Sheet No. 40A Original Sheet No. 40A : Superseded

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- 3.3 Atmospheric Pressure. The average absolute atmospheric (barometric) pressure shall be assumed to be 14.73 pounds per square inch, irrespective of actual elevation or location of the points of measurement above sea level or variations in actual barometric pressure from time to time.
- 3.4 Temperature. The temperature of the Gas shall be determined at each point of measurement by means of a properly installed recording thermometer or temperature transmitter of standard manufacture acceptable to both parties.

GENERAL TERMS AND CONDITIONS
(Continued)

- 3.5 Specific Gravity. The specific gravity of the Gas shall be determined at each point of measurement by continuous sampler or other methods mutually agreeable to both parties.
- 3.6 Supercompressibility. The supercompressibility of the Gas (deviation from the laws for ideal gases) shall be determined by one of the following methods:
- (a) By use of Burnett type apparatus. Such determination to be made within 30 days of commencement of service under Rate Schedules FT and IT and annually thereafter.
 - (b) Or, if agreeable to Shipper, by use of the tables or, formulae published by the American Gas Association in conjunction with the Gas Measurement Committee Report referred to in Section 3.6. Determinations of the molecular percentage of nitrogen and carbon dioxide in the Gas will be made within 30 days of commencement of deliveries under Rate Schedules FT and IT and at least quarterly thereafter. The molecular percentage of nitrogen and carbon dioxide thus determined will be used to determine the supercompressibility factors during the ensuing period, with corrections for specific gravity, temperature and pressure.
- 3.7 Measuring Equipment. Unless otherwise agreed upon, Shipper will cause to be provided, maintained, and operated necessary offshore platforms and measuring and regulating stations equipped with flow meters, continuous gas samplers and other necessary measuring equipment by which its volumes of Gas delivered to U-TOS hereunder shall be determined. Unless otherwise agreed upon, U-TOS shall cause to be installed, operated and maintained at its expense a measuring and regulating station or stations equipped with flow meters, gas analyzer and other necessary measuring equipment for the measurement of Gas redelivered to or for the account of Shipper; such measuring and regulating stations shall be so installed at the northern terminus of the System or one shall be installed at the mutually agreeable points onshore in the vicinity of Johnson's Bayou, Louisiana to provide measurement on a compatible basis. All flow, measuring, testing, and related equipment shall be of standard manufacture and type approved by U-TOS, and the size, type, and specifications of such equipment shall also be approved by U-TOS before same is fabricated and installed. In the event Shipper fails to comply with U-TOS' measurement standards for installation and/or operation and maintenance of such facilities, as described in Sections 3.6, 3.7 and 6.1, U-TOS reserves its right to suspend service for noncompliance at any time during the term of the agreement, to preserve the control, operation and accurate gas measurement on its system. Either of the Parties may install check measuring equipment, provided that such equipment shall be so installed as not to interfere with the operation of the other. Shipper and U-TOS, in the presence of each other, shall have access to all measuring equipment at all reasonable times, but the reading, calibrating, and adjusting thereof shall be done by the owner, unless otherwise agreed upon. Shipper and U-TOS shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with all measuring equipment. The records from such measuring equipment shall remain the property of their owner, but upon request, either Party will cause to be submitted to the other records together with calculations therefrom, for inspection, subject to return within 30 days after receipt thereof. Reasonable care shall be exercised in the installation, maintenance, and operation of measuring equipment so as to avoid any inaccuracy in the determination of the volume of Gas received and delivered.

GENERAL TERMS AND CONDITIONS
(Continued)

- (a) Turbine Meters. Turbine meters, shall be installed, and Gas volumes computed, in accordance with Transmission Measurement Committee Report No. 7 of the American Gas Association, latest edition. Calibration of turbine meters shall be at or near normal operating pressure, against standards adopted by U-TOS. The measured volumes of gas shall be adjusted to reflect the deviation of Gas Volumes from the ideal gas law.

The average pressure, temperature, specific gravity, and carbon dioxide and nitrogen content for the period under consideration shall be determined so as to calculate a factor for volumetric adjustment known as the supercompressibility factor, and its application to volume calculations to effect volumetric adjustment, shall be in accordance with Transmission Measurement Committee Reports No. 7, Turbine Metering, or such subsequent industry standard that may be developed and adopted by U-TOS.
- (b) Orifice Meters. Orifice meters, if used, shall be installed, and Gas volumes computed, in accordance with American Gas Association Report No. 3, latest edition.
- (c) Electronic Flow Computers. It is recognized that electronic flow computers will be utilized for the direct computation of Gas flows without the use of charts.
- (d) Densitometers. If a densitometer is used, the density of the Gas shall be determined to the nearest .001 of a pound. Calibration shall be done as directed by U-TOS.
- (e) New Measurement Techniques. If at any time during the term hereof, a new method or technique is developed with respect to Gas measurement or the determination of the factors used in such Gas measurement, such new method or technique may be substituted upon mutual agreement thereto by the Parties.

3.8 Location of Check Measuring Equipment. Shipper will cause to be provided, free of expense to U-TOS, the necessary space on offshore platforms for the installation of check measuring or electronic equipment and such other equipment, as may be necessary, for the proper control and operation of the System. Shipper will also grant to U-TOS, or cause to be granted, the right of access to said platforms. U-TOS will indemnify Shipper and hold it harmless from any claims, suits, or other actions of any kind resulting from any negligent or unauthorized use or access granted relative to the said platforms.

3.9 Calibration and Test of Meters. The accuracy of all measuring equipment shall be verified by the owner thereof at reasonable intervals, and if requested, in the presence of representatives of the other Party hereunder, but neither Shipper nor U-TOS shall be required to verify the accuracy of such equipment more frequently than once in any 30-day period. If either Party at any time desires a special test of any measuring equipment, it will promptly notify the other, and the Parties shall then cooperate to secure a prompt verification of the accuracy of such equipment. Transportation and related expenses incurred by Shipper or U-TOS involved in the testing of meters at offshore locations shall be borne by the Party incurring such expenses.

3.10 Correction of Metering Errors. If, upon any test, any measuring equipment is found to be in error, such errors shall be taken into account in a practical manner in computing the deliveries. If the resultant aggregate error in the computed receipts or deliveries is not more than 2 percent, then previous receipts or deliveries shall be considered accurate. All equipment shall, in any case, be adjusted at the time of test to record correctly. If, however, the resultant aggregate error in computed receipts or deliveries exceeds 2 percent at a recording corresponding to the average hourly rate of Gas flow for the period since the last preceding test, the previous recordings of such equipment shall be corrected to zero error for any period which is known definitely or agreed upon, but

in no event shall such period be greater than 12 months. In case the period is not known definitely or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of the last test, not exceeding a correction period of 16 days.

GENERAL TERMS AND CONDITIONS
(Continued)

- 3.11 Failure of Measuring Equipment. In the event any measuring equipment is out of service, or is found registering inaccurately and the error is not determinable by test, or by previous recordings, receipts or deliveries through such equipment shall be estimated:
- (a) By using the registration of any check meter or meters, if installed and accurately registering, or in the absence of (a);
 - (b) By correcting the error if the percentage of error is ascertainable by calibration, special test, or mathematical calculation, or in the absence of both (a) and (b) then;
 - (c) By estimating the quantity of receipt or delivery based on receipts or deliveries during preceding periods under similar conditions when the measuring equipment was registering accurately.

Provided, however, that estimates of receipts or deliveries determined in accordance with Section 3.10 herein, shall in no event cover a period of time greater than 6 months from the date such failure of measuring equipment under this section is known definitely or agreed upon.

- 3.12 Measurement Corrections. The cutoff for the closing of measurement is five (5) business days after the business month. If an error is discovered in the measured quantities, claim therefor shall be made within six (6) months of the production month in which the claimed error occurred. The time for dispute or resolution of the claim shall be three (3) months from the date the claim is made. If there is an agreement as to the amount of an error, any adjustment shall be made within thirty (30) days of the determination thereof. Such time limits shall not apply in the case of deliberate omission or misrepresentation, or mutual mistake of fact.
- 3.13 Preservation of Records. Shipper and U-TOS shall preserve for a period of at least three years, or for such other period as may be permitted by public authority, all test data, charts, and other similar records, but not less than 24 months.

4. GAS QUALITY

- 4.1 Treatment of Gas. Unless otherwise agreed, the Gas delivered at the Points of Receipt and the Point of Delivery hereunder shall be Gas which has not been processed for the removal of liquefiable hydrocarbons; provided, however, that U-TOS may subject or permit the subjection of said Gas to compression, cooling, cleaning, or other processes to such an extent as may be required in U-TOS' sole opinion for its transmission from the Points of Receipt to the Point of Delivery.

Nothing contained herein shall be construed so as to prevent the use of conventional separation equipment, including low temperature wellhead separation units, prior to the delivery of Gas to U-TOS hereunder.

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Original Sheet No. 43A Original Sheet No. 43A : Superseded

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(Continued)

Nothing contained herein shall be construed as giving U-TOS the right to extract liquefiable hydrocarbons, except those hydrocarbons which are necessarily removed in any cleaning process required in the transmission of the Gas in its pipeline system.

Heating Value. The Heat Content of the Gas delivered at the Points of Receipt and the Point of Delivery set forth in the Transportation Agreement shall not be less than 967 Btu per cubic foot when determined on a dry basis. The Heat Content of the Gas delivered at the Point of Delivery, shall be determined at least monthly using continuous sampling at such point by use of continuous sampler or other methods mutually agreed upon by both parties. For the purposes of scheduling receipts and deliveries the Heat Content of the Gas so determined at each such point of determination shall be deemed to remain constant for such point until the next determination.

Freedom from Objectionable Matter. The Gas received and delivered:

- (a) Shall be commercially free from dust or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters, and other equipment of U-TOS;

GENERAL TERMS AND CONDITIONS
(Continued)

- as
from
containing
paper
at
- (b) Shall not contain more than one grain of hydrogen sulphide per 100 cubic feet of Gas, determined by methods prescribed in Standards of Gas Service, Circular of the National Bureau of Standards, No. 405, page 134 (1934 Edition), and shall be considered free hydrogen sulphide if a strip of white filter paper, moistened with a solution five (5) percent by weight of lead acetate, is not distinctly darker than a second freshly moistened with the same solution, after the first paper has been exposed to the Gas for 1½ minutes in an apparatus of approved form, through which the Gas is flowing at the rate of approximately five cubic feet per hour, the Gas from the jet not impinging directly upon the test paper; or the hydrogen sulphide content may be determined by an instrument of approved type and by approved methods when mutually agreeable to the Parties;
- (c) Shall not contain more than 20 grains of total sulphur (including the sulphur in any hydrogen sulphide and mercaptans) per 100 cubic feet;
- the
- (d) Shall not at any time have an oxygen content in excess of one percent by volume, and Parties hereto shall make every reasonable effort to keep the Gas free of oxygen;
- (e) Shall not contain more than seven (7) pounds of water per million cubic feet of Gas delivered;
- (f) Shall not contain more than three (3) percent by volume of carbon dioxide; provided, however, that Shipper will in any event inject corrosion inhibitor in accordance with standards established by U-TOS;
- than
- (g) Shall be delivered at a temperature not in excess of 120 degrees Fahrenheit or less 65 degrees Fahrenheit;
- (h) Shall not contain more than three (3) percent by volume of nitrogen.
- shall
- 4.4 Failure to Meet Receipt Specifications. Should any Gas tendered for delivery to U-TOS hereunder fail at any time to conform to any of the specifications of this Article, U-TOS notify Shipper of any such failure, and U-TOS may at its option suspend all or a portion of the receipt of any such Gas, and U-TOS shall be relieved of its obligations hereunder for the duration of such time as the Gas does not meet such specifications.
- the
- 4.5 Failure to Meet Delivery Specifications. Should the Gas tendered for delivery by U-TOS hereunder fail at any time to conform to any of the specifications of this Article, U-TOS shall make a diligent effort to correct such failure by treatment not prohibited by these General Terms and Conditions and consistent with prudent operations and by means which are economically feasible in U-TOS' opinion so as to deliver Gas conforming to the above specifications.
- of
- 4.6 Commingling. It is recognized that Gas delivered by Shipper will be commingled with the Gas others in the System. Accordingly, the Gas of Shipper shall be subject to such changes in Btu value as may result from such commingling. Equivalent volumes, as referenced in the Transportation Agreement, and as defined in Article IV, Section 4.1, 4.2 and 4.3 of the Gas Allocation Agreement, will be redelivered for the account of Shipper.

GENERAL TERMS AND CONDITIONS
(Continued)

5. CREDITWORTHINESS

U-TOS shall not be required to perform or to continue to perform service under Rate Schedules FT and IT on behalf of any Shipper who is or has become insolvent, or who, at U-TOS' request, fails within a reasonable period to demonstrate in U-TOS' reasonable determination, the ability to pay all anticipated transportation charges when due for at least three (3) months from the time of demonstration; provided, however, such Shipper may receive service under Rate Schedules FT and IT if Shipper prepays for such service or furnishes good and sufficient security as determined by U-TOS in its reasonable discretion, in an amount equal to the cost of performing the service requested by Shipper for a three month period, such cost to be determined by multiplying the Shipper's MDQ by the number of days in such three month period multiplied by the applicable rate per Dth, as set forth on Sheet No. 4 to U-TOS' F.E.R.C Gas Tariff, Third Revised Volume No. 1. Also refer to Section 2.2(k) and 10.2 of these General Terms and Conditions.

6. RECEIPT AND DELIVERY

- 6.1 Points of Receipt. The Points of Receipt hereunder shall be the points of connection between the facilities of U-TOS and the facilities of Shippers or others at the points on the System where Shippers deliver, or cause to be delivered, Gas to U-TOS for transportation service. U-TOS will make all Points of Receipt available to all Shippers, either as Primary Points of Receipt or as Secondary Points of Receipt, as defined in subsections 6.2 and 6.3 of this Section 6.
- 6.2 Primary Points of Receipt. Primary Points of Receipt are those points set forth on Exhibit A of the Transportation Agreement for which an MDV is stated.
- 6.3 Secondary Points of Receipt. Secondary Points of Receipt are all Points of Receipt on U-TOS' System other than Primary Points of Receipt, as defined in subsection 6.2 of this Section 6.
- 6.4 Changes in Primary Points of Receipt or in MDV. An FT or IT Shipper shall from time to time notify U-TOS in writing of its desire for an additional Primary Point of Receipt or for a change in the MDV at an existing Primary Point of Receipt and shall furnish in this connection such deliverability, quality and other relevant information as requested by U-TOS. Such request for change shall be subject to the capacity provisions described in Sections 3 and 4 of the Preliminary Statement and U-TOS shall have fifteen (15) days from receipt of Shipper's written request to evaluate the change with respect to capacity availability. To the extent capacity is available at the desired receipt point, such capacity shall be available within one (1) business day after the fifteen (15) day evaluation period. Exhibit A of the Transportation Agreement shall be amended and executed by the parties to reflect the authorized change; provided, however, that the requested changes or additions in the MDV at such Points of Receipt shall not result in the sum of the MDV at each Point of Receipt in Exhibit A to exceed the MDQ of such Shipper.
- 6.5 Receipt Point Priority. The priority for use of Primary Points of Receipt and Secondary Points of Receipt is set forth in subsection 7.9 of Section 7, Scheduling Requirements.

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Original Sheet No. 45A Original Sheet No. 45A : Superseded

GENERAL TERMS AND CONDITIONS
(Continued)

- 6.6 New Physical Interconnections. Where a Shipper requesting changes for a new physical interconnection, rather than an existing interconnection, utilizes the last remaining subsea tap and sidevalve assembly at that U-TOS location, an identical sidevalve assembly will be left at the Shipper's expense for future installation. The establishment of such additional sidevalve assembly shall be at the expense of Shipper and Shipper shall reimburse U-TOS for any installation expense incurred, but all facilities so installed for U-TOS shall be under the exclusive control of U-TOS. Metering and other facilities upstream of the subsea tap and sidevalve assembly shall be the responsibility of Shipper.

GENERAL TERMS AND CONDITIONS
(Continued)

6.7 Points of Delivery. The Points of Delivery hereunder shall be points of connection between U-TOS and downstream pipeline or other facilities. U-TOS shall make these Points of Delivery available to any Shipper, to the extent Shipper has made prior arrangements with the downstream pipeline or other facility interconnected with U-TOS, and U-TOS receives a confirmation from the downstream pipeline or other facility of its acceptance of Shipper's Gas for delivery.

7. SCHEDULING REQUIREMENTS

7.1 Nominating Agent. Shipper may designate a Nominating Agent, to manage nominations relative to transportation service on Shipper's behalf. Shipper shall provide U-TOS with written notification, communicated by mail or facsimile, specifying the name, address, telephone number, and facsimile number of the Nominating Agent. Nominating Agent who has been designated to nominate and schedule transportation service for more than one Shipper may provide aggregate nomination(s) for multiple Shippers. U-TOS is authorized to rely on nominations and scheduling information provided by Shipper's nominating Agent. By designating Nominating Agent, Shipper agrees to indemnify and hold U-TOS harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising in any way from the actions of Shipper's Nominating Agent on behalf of Shipper, the failure of Shipper's Nominating Agent to act on behalf of Shipper, or the reliance of U-TOS upon the information provided to U-TOS by Shipper's Nominating Agent.

7.2 Nominations. All nominations shall include begin and end dates. Shippers may nominate several days, months, or years, provided that the nomination's begin and end dates are within the term of the Shipper's contract and are not less than one day. All nominations, excluding intraday nominations, may be rolled over. All nominations, including intraday nominations, shall be based on a daily quantity. All nominations, including intraday nominations, that are not made through U-TOS' Electronic Delivery Mechanism, shall be made using U-TOS' Nomination Request Form set forth on Sheet No. 135, which form may be changed by U-TOS from time to time through an appropriate filing with the Commission. If the nomination, or intraday nomination, is made through U-TOS' Electronic Delivery Mechanism, that nomination shall include all Commission-approved data elements specified by U-TOS on its Electronic Delivery Mechanism. Nominations relative to imbalance correction quantities and any overrun quantities shall be identified by transaction type and nominated separately. To the extent Shipper desires to change its nomination for any day(s) within the nomination period, Shipper must submit a new nomination for such day(s). When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.

Unless otherwise agreed to, a Shipper's nomination shall be provided through Vision System or through U-TOS' Electronic Delivery Mechanism and must be submitted in accordance with the standard nomination timelines set forth below. For the purpose of Section 7.2 (2)-(4), "provide shall mean, for transmittals pursuant to GISB Standard Nos. 1.4, receipt at the designated site, and for purposes of other forms of Transmittal, it shall mean send or post.

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Third Revised Sheet No. 46A Third Revised Sheet No. 46A : Superseded
Superseding: Second Revised Sheet No. 46A

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The standard nomination timelines are as follows:

(1) The Timely Nomination Cycle:
(All times are CCT on the Day prior to the Gas Day.)

11:30 a.m.	Latest time that nominations may leave control of the nominating party;
11:45 a.m.	Receipt of complete nominations by Transporter;
12:00 p.m.	Transporter sends quick response;
3:30 p.m.	Receipt of completed confirmations by Transporter from upstream and downstream connected parties;
4:30 p.m.	Receipt of scheduled quantities by Shipper and point operator.

Scheduled quantities resulting from the Timely Nomination Cycle shall be effective at 9:00 a.m. CCT on the next Gas Day.

(2) The Evening Nomination Cycle:
(All times are CCT on the Day prior to the Gas Day.)

6:00 p.m.	Latest time that nominations may leave control of the nominating party;
6:15 p.m.	Receipt of complete nominations by Transporter;
6:30 p.m.	Transporter sends quick response;
9:00 p.m.	Receipt of completed confirmations by Transporter from upstream and downstream connected parties;
10:00 p.m.	Transporter to provide scheduled quantities to affected Shippers and point operators, and to provide scheduled quantities to bumped parties.

Scheduled quantities resulting from the Evening Nomination Cycle shall be effective at 9:00 a.m. CCT on the next Gas Day.

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First Revised Sheet No. 46B First Revised Sheet No. 46B : Superseded
Superseding: Original Sheet No. 46B

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(Continued)

- (3) The Intra-day 1 Nomination Cycle:
(All times are CCT on the Gas Day.)
- 10:00 a.m. Latest time that nominations may leave control of the nominating party;
- 10:15 a.m. Receipt of complete nominations by Transporter;
- 10:30 a.m. Transporter sends quick response;
- 1:00 p.m. Receipt of completed confirmations by Transporter from upstream and downstream connected parties;
- 2:00 p.m. Transporter to provide scheduled quantities to affected Shippers and point operators, and to provide scheduled quantities to bumped parties.

Scheduled quantities resulting from the Intra-day 1 Nomination Cycle shall be effective at 5:00 p.m. CCT on the same Gas Day.

- (4) The Intra-day 2 Nomination Cycle:
(All times are CCT on the Gas Day.)
- 5:00 p.m. Latest time that nominations may leave control of the nominating party;
- 5:15 p.m. Receipt of complete nominations by Transporter;
- 5:30 p.m. Transporter sends quick response;
- 8:00 p.m. Receipt of completed confirmations by Transporter from upstream and downstream connected parties;
- 9:00 p.m. Transporter to provide scheduled quantities to affected Shippers and point operators.

Scheduled quantities resulting from the Intra-day 2 Nomination Cycle shall be effective at 9:00 p.m. CCT on the same Gas Day. Bumping is not allowed during the Intra-day 2 Nomination Cycle.

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First Revised Sheet No. 46C First Revised Sheet No. 46C : Superseded
Superseding: Original Sheet No. 46C

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7.3 Intraday Nominations. Intraday nominations are those identified in Section 7.2 (2), (3) and (4). An intraday nomination shall be prospective and is subject to the deadlines in Section 7.2 (2) (3) and (4). Intraday nominations may be used to request increases or decreases in total flow, make changes to Point(s) of Receipts, and/or to Point(s) of Delivery. Intraday nominations may be used to nominate new supply or market. Intraday nominations shall specify Shipper's service requirements for the day only and shall include the effective date and time. Interconnected parties should agree on the hourly flows of the intraday nomination, if not otherwise addressed in U-TOS' contract or tariff. Intraday nominations do not rollover and do not replace the remainder of a standing nomination.

U-TOS shall provide a Quick Response that the nomination has been received and whether there are any errors that would prevent processing, and if so, specify the errors, within fifteen (15) minutes of receipt. Intraday nominations shall, subject to Section 7.4, hereof, be implemented by U-TOS to the extent and only to the extent that U-TOS is able to confirm the receipt and delivery of such gas at the Point(s) of Receipt and Point(s) of Delivery and the scheduling of such intraday nomination will not require the rescheduling of U-TOS' capacity among previously scheduled service agreements in order to provide capacity for said intraday nomination.

Notice: For purposes of providing notice of any nomination changes (including where an interruptible Shipper's nomination is bumped by a firm Shipper's intraday nomination) to a Shipper and/or Shipper's agent, Transporter Shall use Electronic Communication. With respect to changes initiated by Transporter, if a Shipper so elects, such Shipper may provide a telephone number and Transporter will Contact Shipper at such phone number by means of Electronic Communication to alert Shipper that a change has been made. Such Shipper shall then be responsible for reviewing it's VISION account to obtain details of such change.

GENERAL TERMS AND CONDITIONS
(Continued)

- 7.4 Confirmation by Transporter. Nominations made in accordance with Section 7.1 through 7.3 hereof shall not be scheduled until U-TOS has confirmed the nominated receipts and deliveries with the upstream and downstream parties. U-TOS will contact the upstream and/or the downstream parties to confirm the nominated supply at the designated U-TOS measurement point and delivery points. Upstream and downstream parties shall provide confirmations of timely nominations in accordance with Section 7.2 (2)-(4). Unless otherwise agreed to, U-TOS shall provide Shippers and point operators, via U-TOS' Electronic Delivery Mechanism, the quantities that have been scheduled to flow for that Shipper and point operator in accordance with Section 7.2 (2)-(4). If U-TOS finds a discrepancy in such nominated supply during confirmation of the nominated gas volumes, then U-TOS shall so notify the Shipper(s) or Shipper's Nominating Agent, and upon such notice, U-TOS has the right to change the Shipper's nomination to match with the receipts and deliveries confirmed by the upstream and downstream parties.

U-TOS will notify the Shipper(s) or Shipper's Nominating Agent of any changes by U-TOS to its nomination because of discrepancies with the receipts and deliveries confirmed by the upstream parties and/or the downstream parties during the confirmation process. By the end of each day, U-TOS shall make available to the Shipper information containing its scheduled quantities, including its scheduled intraday nomination and any other scheduling changes.

- 7.5 Designated Allocator. U-TOS assumes that the production operator at the specific U-TOS measurement point will be the Designated Allocator, unless appropriately notified of an alternate party. The production operator shall be the only party allowed to appoint an alternate Designated Allocator and shall do so by providing U-TOS with notification, communicated by mail, facsimile, or U-TOS' Electronic Delivery Mechanism, specifying the name, address, telephone number and facsimile number of the alternate party. The alternate party will remain as the Designated Allocator until revoked or changed, in writing, by the production operator. The Designated Allocator shall submit predetermined allocations (PDA's) to U-TOS in accordance with this Section 7.

U-TOS shall use the PDA's submitted by the Designated Allocator, and as acknowledged by U-TOS, to allocate underages and overages in the gas volumes anticipated by U-TOS based on confirmed nominations, at the designated Receipt Point for each point of U-TOS measurement. In the event that the Designated Allocator has not submitted an acceptable PDA, underages and overages will be allocated pro rata, to the extent applicable, based on confirmed nominations. U-TOS may rely exclusively on the effective PDA's or on the pro rata allocation (based on scheduled nominations) in the absence of an effective PDA, in allocating the gas at each U-TOS measurement point, and such allocations shall be binding on the Shipper. No retroactive changes to the PDA may be made unless U-TOS, the Designated Allocator, and all Shippers covered by the PDA agree. Further, U-TOS shall not be liable to any Shipper as a result of U-TOS' reliance on any PDA methodology provided herein and Shipper shall indemnify U-TOS from and against any and all losses, damages, expenses and claims as a result of U-TOS' reliance on such PDA methodology.

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First Revised Sheet No. 47A First Revised Sheet No. 47A : Superseded
Superseding: Original Sheet No. 47A

GENERAL TERMS AND CONDITIONS
(Continued)

- 7.6 Predetermined Allocations. The designated Allocator shall furnish U-TOS with a PDA, by completing the PDA Form set forth on Sheet No. 136 of this tariff after or during confirmation, but in any event, before the start of the gas day. Such PDA shall specify how any underage and/or overage from the scheduled nomination should be allocated. The PDA shall include all Shippers that have scheduled nominations with U-TOS at given metering Point. Examples of allocation methods that can be used include percentages, pro rata, ranking, swing with specified shippers, and Operator Provided Value. The same standard allocation methodologies should be available for use at all points.

The Designated Allocator may submit the PDA in writing via mail, facsimile, messenger or Electronic Delivery Mechanism. U-TOS shall acknowledge receipt and acceptance of the PDA by signing and telefaxing (or returning via some other mutually agreeable means) the PDA to the Designated Allocator within fifteen (15) minutes.

- 7.7 Changes in Predetermined Allocations. The PDA accepted by U-TOS will continue in effect through the end of the period covered by the PDA unless the Designated Allocator submits a revised PDA. Submittal of a revised PDA, and acceptance by U-TOS, shall be substantially as described in Section 7.6 above. The Designated Allocator shall furnish U-TOS with the revised PDA after or during confirmation of nominations and before the start of the gas day for which the proposed change is to take effect.

GENERAL TERMS AND CONDITIONS
(Continued)

- 7.8 Scheduling of Transportation and Allocation of Capacity. For each day, U-TOS will schedule receipts and deliveries of gas on the basis of: (1) transportation nominations and timely notices of changes made by Shippers or Shipper's Nominating Agent, which U-TOS is hereby authorized to rely upon in its schedule; (2) transportation capacity available on U-TOS' system and portions thereof in light of such nominations and requests; (3) proposed points of receipt and of delivery; and (4) overall operating conditions from time to time. U-TOS shall schedule the receipts and deliveries of gas of each Shipper, on each day, in sequence, from highest to lowest priority, as follows: (1) first, among U-TOS' firm Rate Schedules T and FT transportation customers, up to each such customer's Currently Effective Contract Demand or Maximum Daily Quantity, as applicable; (2) second, according to Section 3 of Rate Schedule I for eligible shippers having executed a Transportation Agreement for Rate Schedule I service entitlements prior to April 1, 1989; and (3) third, among U-TOS' Interruptible Rate Schedule IT transportation customers, up to each such customer's currently effective Maximum Daily Quantity, as applicable, and all overrun service. In the event that nominations received in sequencing category (1) exceed the capacity available to that sequencing category, then the available capacity shall be allocated pro rata based on nominations. In the event that nominations received in either sequencing category (2) or (3) above exceed the capacity available to that individual sequencing category, then the available capacity shall be allocated within the sequencing category as follows: first, on the basis of the price paid to U-TOS for the service being nominated, with the nominated service paying the highest price receiving the highest priority; and if insufficient capacity still remains, then on the basis of the date of the service agreement underlying the nomination, with the nomination under the service agreement having the oldest date receiving the highest priority, provided that, in the event of a tie in service agreement dates, then pro rata among the tying service agreements based on the nominations received under each of the tying agreements.
- 7.9 Receipt Point Priority.
- (a) Scheduling of transportation at Primary Points of Receipt shall be in accordance with subsection 7.8 of this Section 7.
 - (b) A Shipper under the T or FT Rate Schedule may nominate and schedule receipts at Secondary Points of Receipt, subject to the priority rights of T or FT Shippers using such receipt points as Primary Points of Receipt. Accordingly, the use by a T or FT Shipper of a Secondary Point of Receipt is interruptible if and to the extent required to serve the T or FT Shipper for which such receipt point is a Primary Point of Receipt. A Shipper under the T or FT Rate Schedule, using Secondary Points of Receipt, shall have a priority over all interruptible Shippers' utilization of such receipt points.
 - (c) A T or FT Shipper which desires to utilize a Secondary Point of Receipt shall, as provided in subsection 7.9(b) above, be entitled to priority over interruptible Shippers, but may displace the interruptible Shipper(s) only after providing one (1) business day's notice.
 - (d) Utilization of Secondary Points of Receipt by a Shipper under the T or FT Rate Schedule shall not cause any diminution of such Shipper's entitlement to firm service at Shipper's Primary Points of Receipt.

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FERC Docket: RP97-146-001

Original Sheet No. 48A Original Sheet No. 48A : Superseded

GENERAL TERMS AND CONDITIONS
(Continued)

- (e) U-TOS shall be obligated to act upon a request for use of a Secondary Point of Receipt, or change in use of a Secondary Point of Receipt, within one (1) business day of such request.
- 7.10 Receipt of Gas. Departures from the scheduled deliveries at the points of receipt shall be kept to the minimum permitted by operating conditions, and shall be balanced as soon as practicable.
- 7.11 Delivery of Gas. Based upon the daily volumes scheduled, such information as may be available concerning the volumes actually received, and after first making adjustments for any prior imbalance in receipts, U-TOS shall daily make delivery, to the extent practicable, of Equivalent Volumes of Gas at the points of delivery.

GENERAL TERMS AND CONDITIONS
(Continued)

- 7.12 Hourly Variation. Deliveries shall be made at uniform hourly rates to the extent practicable.
- 7.13 Limitation on Transporter's Obligation. U-TOS is not obligated to receive for transportation natural gas condensate (without free water) in excess of 10 barrels per 1000 Dth of Gas delivered by Shipper to U-TOS at any point of receipt. Should Shipper's deliveries of Gas to U-TOS at any point of receipt exceed the MDV for such point of receipt, U-TOS will, in good faith, attempt to accommodate the same but, in the event any such excess delivery would jeopardize the safety of U-TOS' operations and/or its ability to meet its contract commitments to others, such decisions to be solely within the judgment and discretion of U-TOS, U-TOS shall have the right to vent, without any liability to Shipper, or any other person, all or such part of said excess deliveries as U-TOS, in its sole judgment and discretion, deems necessary.
- 7.14 Adjustments to Equivalent Volumes. Following receipt of monthly statements, the parties shall adjust the receipts and deliveries of Gas, within 60 days, if practicable, in order to balance any excess or deficiency variations in order for Shipper to receive Equivalent Volumes. In the event the quantities of gas received and to be delivered are not in balance at the end of the term of the Transportation Agreement, then such balance shall be achieved within 60 days by extending receipts or deliveries as applicable at the appropriate points of receipt or points of delivery until such balance is achieved or by such other method as is then mutually agreed upon by the parties, provided that any such terms are consistent with the terms of this tariff, including, but not limited to, to the conveyance by one party to the other party of the quantity of Gas equal to the imbalance.
- 7.15 Operational Balancing Agreements. U-TOS recognizes that, despite best efforts to match deliveries of gas volumes to the designated interconnecting pipeline at the U-TOS delivery point with the gas volumes allocated to the Shipper's account at the same U-TOS delivery point, imbalances in the aggregate gas volumes intended for delivery to the designated interconnecting pipeline may occur. U-TOS may enter into an Operational Balancing Agreement (OBA) with the interconnecting pipeline at each U-TOS delivery point on a non-discriminatory basis, the terms and conditions of which will provide for the resolution of any imbalances.

A pro forma OBA is set forth on Sheet Nos. 110 through 112 of this tariff. Any subsequent provisions that may be entered into pursuant to the "mutually agreed to" provisions of the pro form OBA are to be consistent with the terms of this tariff.

8. IMBALANCES

- 8.1 Responsibility For Balancing. In addition to delivering and receiving volumes of gas in conformance with nominations, Shippers are responsible for conforming their takes at Delivery Points with their deliveries to U-TOS at Receipt Points each day. U-TOS has no obligation to deliver for the account of a Shipper more volumes of gas than U-TOS has received for the account of the Shipper or to accept for the account of the Shipper more volumes of gas than are being delivered for the account of the Shipper on any day.

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First Revised Sheet No. 49A First Revised Sheet No. 49A : Superseded
Superseding: Original Sheet No. 49A

GENERAL TERMS AND CONDITIONS
(Continued)

- 8.2 Monthly Imbalances. The calculation of the monthly imbalances shall depend upon whether there is an Operational Balancing Agreement in effect at the delivery point(s). Where an Operational Balancing Agreement is in effect, monthly imbalances under an Agreement shall be calculated each calendar month by comparing the volumes scheduled for the month to actual receipts during that month. Where an Operational Balancing Agreement is not in effect, monthly imbalances under an Agreement shall be calculated each calendar month by comparing actual measured volumes delivered during the month to actual net measured volumes received (with the appropriate deduction for Gas Unaccounted For during that month on the basis of Equivalent Volumes. In each case, where the comparison that is specified does not yield an equivalency, then the following transportation fees and offsetting and netting procedures shall apply:
- (a) A transportation charge under the applicable provision of Sheet No. 4 of this Tariff will be assessed for any positive imbalance under an Agreement remaining at the end of a month.
 - (b) Shippers may arrange an offset by trading countervailing imbalances that exist between or among Shippers; provided, however, that the responsibility to arrange such offsets, and to inform U-TOS thereof in writing and on a timely basis, is solely upon the Shippers.
 - (c) Imbalances remaining under a Shipper's different Agreements will then be netted together to obtain the Shipper's Total Monthly Imbalance. The Total Monthly Imbalance will be shown with the monthly billings sent to Shippers. Any Shipper imbalance will be cashed out as described in Section 8.3.

GENERAL TERMS AND CONDITIONS
 (Continued)

- (d) The netting of imbalances does not relieve Shipper of the obligation to pay all transportation charges for the quantity of gas actually delivered to Shipper during the month.
- (e) Nothing contained in this subsection 8.2 shall require U-TOS to incur a financial loss as a result of netting excess receipts and excess deliveries or to continue such netting, if doing so would be inconsistent with the prudent operation of U-TOS' pipeline system.

8.3 Cashout Procedures. Any imbalance remaining will be cashed out on a tiered basis pursuant to the following schedule:

IMBALANCE LEVEL -----	OVERAGE (U-TOS Pays Shipper) -----	UNDERAGE (Shipper Pays U-TOS) -----
0% to 5%	100% x AMIP	100% x AMIP
Greater than 5% to 10%	90% x AMIP	110% x AMIP
Greater than 10% to 15%	80% x AMIP	120% x AMIP
Greater than 15% to 20%	70% x AMIP	130% x AMIP
Greater than 20%	60% x AMIP	140% x AMIP

(a) A Shipper's remaining imbalance will be cashed out based on the percentage of that imbalance compared to the total deliveries for that Shipper during the month. For example, if the Total Deliveries were 1,000 Dth and the remaining underage imbalance was 100 Dth, the total Imbalance Level would be 10%. The first 5% (50 Dth) would be cashed out at 100% of the AMIP and the remaining 50 Dth would be cashed out at 110% of the AMIP.

(b) The Average Monthly Index Price (AMIP) is the arithmetic average of the Weekly Index Prices (WIPs). The WIP for any week is the arithmetic average of the following two index prices reported in "Gas Price Report" issued by "Natural Gas Week":

- (1) Louisiana, Gulf Coast, Onshore, Spot Delivered to Pipeline; and
- (2) Louisiana, Gulf Coast, Offshore, Spot Delivered to Pipeline.

In calculating the AMIP, the WIPs will be based on the prices reported in the issue of "Natural Gas Week" dated on or after U-TOS' nomination deadline for first of the month service for that month, and the subsequent issues dated prior to U-TOS nomination deadline for the following month's first of the month service.

(c) Shippers with remaining imbalances shall pay U-TOS or will be credited with the appropriate cashout amounts.

GENERAL TERMS AND CONDITIONS
(Continued)

- (d) In the event "Natural Gas Week" ceases to publish entirely or fails to publish the index prices listed in subsection (b) above, the following procedures shall apply in determining a month's AMIP:
 - (1) Should, in any given week, "Natural Gas Week" fail to publish one of the two index prices used in determining that week's WIP, the WIP will be determined using the remaining published index price.
 - (2) Should, in any given week, "Natural Gas Week" fail to publish both of the index prices used in determining that week's WIP, there will be no WIP for that week used in determining the month's AMIP.
- (e) In the event the foregoing prices are no longer available or valid, U-TOS will file to change the Tariff and may, at its discretion, select a representative price in the interim period, subject to adjustment.

8.4 Purchase and Sale of Gas. U-TOS is not providing a supply service under any Rate Schedule of this Tariff. Without limitation of the foregoing, U-TOS may buy and sell gas to the extent necessary to maintain system pressure, to maintain line pack and provide additional line pack for new facilities, to implement the cashout procedures under this Section 8 and to perform other functions in connection with providing transportation service. Such sales shall be authorized pursuant to U-TOS' blanket sales certificate. Nothing herein shall impose on U-TOS any obligation to provide a supply function to any of its transportation Shippers.

8.5 Refund of Cash-Out Revenues in Excess of Costs.

- (a) This subsection of Section 8 sets forth the procedures under which U-TOS will refund or carry forward, for each annual billing period, any difference between the revenues received by Seller and the costs incurred by Seller under the cash-out provisions of U-TOS' firm and interruptible transportation rate schedules. For purposes of this subsection 8.5, an annual billing period shall be the twelve month period commencing each November 1 and ending the following October 31 with the first such annual billing period commencing November 1, 1993 and ending October 31, 1994.
- (b) Subsequent to the end of each annual billing period U-TOS shall compare the revenues received by U-TOS under the cash-out procedures with the costs incurred by U-TOS under such cash-out procedures. If the revenues received exceed the costs incurred, then U-TOS shall refund, within 60 days of the end of the annual billing period, the net overrecoveries to firm and interruptible transportation customers on a pro rata basis in accordance with the transportation volumes U-TOS has delivered during the annual billing period. If the revenues received are less than the costs incurred, then U-TOS shall carry forward the net underrecoveries to the subsequent annual billing period and may offset such net underrecoveries against any future net overrecoveries that may occur in a subsequent annual billing period.

9. RECEIPT AND DELIVERY PRESSURE

9.1 Pressure at the Points of Receipt. Shipper shall cause the gas to be delivered at the Points of Receipt at a pressure sufficient to allow the Gas to enter the

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Original Sheet No. 51A Original Sheet No. 51A : Superseded

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System, provided Shipper shall not, except by mutual agreement, be required to deliver the Gas at the Points of Receipt at a pressure in excess of the pressure specified for each Point of Receipt set forth in Exhibit A of the Transportation Agreement.

- 9.2 Pressure at Point of Delivery. U-TOS shall cause the Gas to be delivered at the Point of Delivery set forth in the Transportation Agreement at such uniform pressures as may be required to allow the Gas to enter the facilities of others for further transportation. U-TOS, however, shall not be required or permitted to deliver Gas at a pressure in excess of the pressure specified for each Point of Delivery set forth in Exhibit A of the Transportation Agreement.

10. BILLING AND PAYMENT

- 10.1 Billing. On or before the 9th business day of each month, U-TOS shall render to Shipper a statement of the total amount of Gas delivered to U-TOS by Shipper at the Points of Receipt set forth in the Transportation Agreement during the preceding month and the amount due. "Render" is defined as postmarked, time-stamped or delivered to the designated site. Any imbalance statements shall be rendered prior to or with the statement. Invoices shall be based on actuals (if available) or best available data, expressed in Dth. Quantities at points where OBAs exist shall be invoiced based on scheduled quantities.

GENERAL TERMS AND CONDITIONS
(Continued)

When information necessary for billing purposes is in the control of Shipper, Shipper shall furnish such information to U-TOS on or before the 15th day of the month.

Shipper and U-TOS shall have the right to examine at reasonable times, books, records, and charts of the other to the extent necessary to verify the accuracy of any statement, charge, or computation made under or pursuant to any of the provisions hereof.

- 10.2 Payment. Shipper shall pay U-TOS, at its general office, or at such other address as U-TOS shall designate, no later than ten (10) days after the date of the statement, the amount due for the preceding month. All payments shall reference the statement number.

If presentation of a bill by U-TOS is delayed after the 9th business day of the month, then the time of payment shall be extended accordingly unless Shipper is responsible for such delay. Should Shipper fail to pay all or any portion of the amount of any bill as herein provided when such amount is due, interest on the unpaid portion of the bill shall accrue at the rate specified in Section 154.67(c)(iii) of the Commission's regulations. If such failure to pay continues for 30 days after payment is due, U-TOS, in addition to any other remedy it may have hereunder, and subject to whatever regulatory authority may be necessary, may suspend further delivery of Gas until such amount is paid; provided, however, that if Shipper in good faith shall dispute the amount of any such bill or part thereof and shall timely pay to U-TOS such amounts as it does not in good faith dispute and, at any time thereafter within 30 days of a demand made by U-TOS, shall furnish a good and sufficient surety bond in an amount, on a form and with surety satisfactory to U-TOS, guaranteeing payment to U-TOS of the amount ultimately found due upon such bills after a final determination which may be reached either by agreement or judgment of the courts, as may be the case, then U-TOS shall not be entitled to suspend further delivery of Gas on account of non-payment of such sum unless and until default be made in the conditions of such bond. For any amount to be considered "disputed", Shipper must provide remittance detail identifying which portion of the statement amount is being disputed and appropriate documentation supporting and identifying the basis for the dispute, in accordance with Section 10.3.

- 10.3 Adjustment of Billing Errors. Subject to the provisions of Section 3.10 and 3.12 hereof, if an error is discovered in the allocated quantities, the rate billed, or any other item in any statement rendered by U-TOS, Shipper shall make a claim therefor within six (6) months of the date of such statement. U-TOS shall have three (3) months from the date the claim is made to dispute or resolve the claim. If there is an agreement as to the amount of an error, any adjustment shall be made within thirty (30) days of the determination thereof. Such time limits shall not apply in the case of government required rate changes, deliberate omission or misrepresentation, or mutual mistake of fact. If the parties are unable to agree on the adjustment of any claimed error, any resort by either of the parties to legal procedure, either at law, in equity, or otherwise, shall be commenced within 15 months after the supposed cause of action is alleged to have arisen, or shall thereafter be forever barred.

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Original Sheet No. 52A Original Sheet No. 52A : Superseded

GENERAL TERMS AND CONDITIONS
(Continued)

11. RESPONSIBILITY FOR GAS AND ASSOCIATED LIQUIDS

As between the Parties hereto, Shipper shall be in exclusive control and possession of the Gas and Associated Liquids until such have been delivered to U-TOS at the Points of Receipt and after such Gas and Associated Liquids have been redelivered to or for the account of Shipper by U-TOS at the Point of Delivery. U-TOS shall be in exclusive control and possession of such Gas and Associated Liquids while same are in the System between the Points of Receipt and the Point of Delivery. As between the Parties, the Party which shall be in exclusive control and possession of such Gas and Associated Liquids shall be responsible for all injury or damage caused thereby.

GENERAL TERMS AND CONDITIONS
(Continued)

12. FACILITIES

Unless otherwise agreed to by the parties, U-TOS shall not be required to own, construct and install any facilities to perform any transportation service requested by Shipper including, but not limited to, hot tap, side valve, measurement, gas supply lateral lines, looping and/or compression facilities. Shipper shall reimburse U-TOS for all U-TOS' costs associated therewith either on a lump sum or incremental fee basis as agreed to by the parties.

13. FORCE MAJEURE

13.1 Definition. The term "force majeure" as used herein shall mean: acts of God, strikes, lockouts, or other industrial disturbances; acts of a public enemy; wars; blockades; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; storms (including but not limited to hurricanes or hurricane warnings); crevasses; floods; washouts; arrests and restraints of the government, either federal or state, civil or military; civil disturbances; shutdowns for purposes of necessary repairs, relocation, or construction of facilities; breakage or accident to machinery or lines of pipe; the necessity for testing (as required by governmental authority or as deemed necessary by the testing Party for the safe operation thereof); the necessity of making repairs or alterations to machinery or lines of pipe; failure of surface equipment or pipelines; accidents, breakdowns, inability of either Party hereto to obtain necessary material, supplies, or permits, or labor to perform or comply with any obligation or condition of this Rate Schedule or the Transportation Agreement; rights of way; and any other causes, whether of the kind herein enumerated or otherwise, which are not reasonably in the control of the Party claiming suspension. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by discretion of the Party having the difficulty.

13.2 Force Majeure. If by reason of force majeure either the Shipper or U-TOS is rendered unable, wholly or in part, to carry out its obligations under these General Terms and Conditions or the Transportation Agreement except for an obligation to pay money, and if such Party gives the other within a reasonable time after the occurrence of the cause relied on, the Party giving such notice, so far as and to the extent that it is affected by such force majeure, shall not be liable in damages during the continuance of any inability so caused, provided such cause shall so far as possible be remedied with all reasonable dispatch.

13.3. Limitations. Force majeure affecting the performance hereunder by either Shipper or U-TOS however shall not relieve such Party of liability in the event of concurring negligence or in the event of failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve either Party from its obligations to make payments as determined hereunder. "Concurring negligence," as used

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herein, is defined as negligence of a party that causes, contributes substantially to cause of, and/or significantly aggravates or prolongs the effects of, a force majeure event that the party identifies as affecting its performance and relieving it of liability for damages.

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GENERAL TERMS AND CONDITIONS
(Continued)

14. CURTAILMENT

If, on any day, U-TOS determines that the capacity of its system, or any part thereof, is insufficient to serve all transportation requirements scheduled for such day, or to accept the quantities of gas tendered, capacity that requires curtailment shall be curtailed so as to provide the service that is possible. Volumes shall be curtailed in the following order: (1) pro rata among both requests for overrun service and confirmed nominations for service under Rate Schedule IT, up to the Maximum Daily Volumes of the shippers nominating Rate Schedule IT service; (2) pro rata among confirmed nominations for service under Rate Schedule I, in accordance with the provisions of Rate Schedule I set forth on the then-applicable Sheet Nos. 6 and 7 of this tariff; and (3) pro rata among confirmed nominations for service under Rate Schedules T and FT, up to the Currently Effective Contract Demands or Maximum Daily Quantities, as applicable, of the shippers nominating Rate Schedule T or FT service.

15. [THIS SECTION IS RESERVED FOR FUTURE USE]

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Second Revised Sheet No. 54A Second Revised Sheet No. 54A : Superseded
Superseding: First Revised Sheet No. 54A

SHEET NO. 54A IS BEING ELIMINATED FROM THIS TARIFF.

GENERAL TERMS AND CONDITIONS
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16. RIGHT OF FIRST REFUSAL

- 16.1 Purpose of Section. Subject to the procedures and conditions set forth in the following subsections of this Section 16, an existing firm shipper that is served by U-TOS pursuant to a Transportation Agreement under Rate Schedule FT of this tariff with a primary term of one year or longer shall be afforded a right of first refusal, at the end of such primary term or any extension thereof of one (1) year or longer, to continue its firm capacity entitlements under the Transportation Agreement. Any such existing firm shipper is hereinafter referred to as an "Existing Shipper."
- 16.2 Limitation on Applicability of Section. If U-TOS and the Existing Shipper agree on the terms and conditions of continued service before the posting of available capacity described in subsection 16.4 of this Section 16, or if U-TOS is willing to permit the automatic extension of the Transportation Agreement in accordance with its terms, or if the Existing Shipper has given notice of termination of the Transportation Agreement in accordance with its terms, then U-TOS shall forego the posting, competitive bidding, and right of first refusal procedures of this Section 16.
- 16.3 Communications With U-TOS. Any communication with U-TOS under this Section 16, including any Qualified Bid under subsection 16.5, must be addressed to the following official:
- Manager, Business Operations
- U-T Offshore System
c/o ANR Pipeline Company, Operator
500 Renaissance Center
Detroit, Michigan 48243
- Attention: Manager, Business Operations
- 16.4 Posting of Available Capacity. Not less than 180 days nor more than 270 days prior to the end of the primary term of a Transportation Agreement between U-TOS and an Existing Shipper, or any extension thereof for one year or longer, U-TOS may post notice, on its industry standard Electronic Delivery Mechanism, of the forthcoming availability of the firm capacity covered by the Transportation Agreement, without revealing the identity of the Existing Shipper. The posted information shall include:
- (a) The date upon which the capacity would become available;
 - (b) The amount of the available capacity, by receipt point, delivery point, and in total;
 - (c) The maximum reservation charge stated on the then-effective Sheet No. 4 of this tariff;
 - (d) Any other terms or conditions that would attend use of the capacity; and
 - (e) A statement that any bid for the capacity shall be subject to the right of first refusal of the Existing Shipper, as specified in this Section 16.
- The information specified in this subsection 16.4 shall be posted on U-TOS' Electronic Delivery Mechanism until 150 days prior to the end of the primary term of the existing Transportation Agreement.

GENERAL TERMS AND CONDITIONS
(Continued)

- 16.5 Bidding Procedures. Any person that has prequalified as a prospective shipper under the provisions of subsection 16.6 of this Section 16 ("Qualified Bidder") may submit a bid that is consistent with the posted information ("Qualified Bid") for available capacity. UTOS shall receive binding Qualified Bids for the available capacity, or any portion thereof, for the entire period that the information is posted. Qualified Bids may be communicated to U-TOS by mail, facsimile, or U-TOS' Electronic Delivery Mechanism. The date of receipt will be recorded for each Qualified Bid. A Qualified Bid must be submitted on the U-TOS Qualified Bid Form, as set forth on Sheet Nos. 119-121 of this tariff, and must include the following information:
- (a) The legal name of the Qualified Bidder, and the name, title, address, telephone number, and facsimile number of the individual responsible for the Qualified Bid;
 - (b) The amount of capacity, by receipt point, delivery point, and in total, that the Qualified Bidder proposes to take;
 - (c) The period of time that the Qualified Bidder proposes to take the capacity; and
 - (d) The reservation charge that the Qualified Bidder proposes to pay for the capacity.

U-TOS shall be under no obligation to accept or consider Qualified Bids at less than the maximum reservation charge. However, U-TOS will inform the Existing Shipper of the maximum bid that was received, or the fact that no bids were received.

- 16.6 Qualification of Bidders. In order to qualify for available capacity, a prospective shipper must first:
- (a) Demonstrate, to U-TOS' reasonable satisfaction, that it is creditworthy in accordance with Sections 2.2(k) and 5 of the General Terms and Conditions of this tariff; and
 - (b) Provide to U-TOS a statement of its willingness and ability to: (1) execute a Transportation Agreement for firm transportation service in accordance with Rate Schedule FT of this tariff; and (2) become a party to the Gas Allocation Agreement between U-TOS and its shippers.

In the interest of expediting U-TOS' creditworthiness review, a prospective shipper may submit to U-TOS, at any time, the credit evaluation materials described in Section 2.2(k) of the General Terms and Conditions of this tariff. U-TOS reserves the right to request additional or renewed credit evaluation materials at any time for the purpose of reviewing a completed creditworthiness evaluation.

- 16.7 Provisional Payment to Ensure Bona Fide Bid. Each Qualified Bidder must also submit with its Qualified Bid, as a demonstration of its bona fide intentions, a check, payable to U-TOS, for the lesser of: (1) \$10,000; or (2) three months' reservation charge for the amount of capacity sought, at the maximum rate. In the event that, upon completion of the right of first refusal procedures

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described in this Section 16, capacity is awarded to the Qualified Bidder and the Qualified Bidder executes a Transportation Agreement with U-TOS, the payment shall be credited to the Qualified Bidder's bill(s) for service under the Transportation Agreement. In the event that the Qualified Bidder is awarded capacity but declines to execute a Transportation Agreement with U-TOS, or the Qualified Bidder withdraws its bid before the right of first refusal procedures are complete, the Qualified Bidder will be deemed to have forfeited the payment. Otherwise, in the event that the Qualified Bidder is not awarded capacity, the payment, together with interets calculated in accordance with Section 154.67(c) of the Commission's regulations, shall be refunded to the Qualified Bidder upon completion of the right of first refusal procedures.

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U-TOS may rely exclusively on the effective PDA's or on the pro rata allocation (based on scheduled nominations) in the absence of an effective PDA, in allocating the gas at each U-TOS measurement point, and such allocations shall be binding on the Shipper. No retroactive changes to the PDA may be made unless U-TOS, the Designated Allocator, and all Shippers covered by the PDA agree. Further, U-TOS shall not be liable to any Shipper as a result of U-TOS' reliance on any PDA methodology provided herein and Shipper shall indemnify U-TOS from and against any and all losses, damages, expenses and claims as a result of U-TOS' reliance on such PDA methodology.

- 7.6 Predetermined Allocations. The designated Allocator shall furnish U-TOS with a PDA, by completing the PDA Form set forth on Sheet No. 160 of this tariff after or during confirmation, but in any event, before the start of the gas day. Such PDA shall specify how any underage and/or overage from the scheduled nomination should be allocated. The PDA shall include all Shippers that have scheduled nominations with U-TOS at given metering Point. Examples of allocation methods that can be used include percentages, pro rata, ranking, swing with specified shippers, and Operator Provided Value. The same standard allocation methodologies should be available for use at all points.

The Designated Allocator may submit the PDA in writing via mail, facsimile, messenger or Electronic Delivery Mechanism. U-TOS shall acknowledge receipt and acceptance of the PDA by signing and telefaxing (or returning via some other mutually agreeable means) the PDA to the Designated Allocator within fifteen (15) minutes.

- 7.7 Changes in Predetermined Allocations. The PDA accepted by U-TOS will continue in effect through the end of the period covered by the PDA unless the Designated Allocator submits a revised PDA. Submittal of a revised PDA, and acceptance by U-TOS, shall be substantially as described in Section 7.6 above. The Designated Allocator shall furnish U-TOS with the revised PDA after or during confirmation of nominations and before the start of the gas day for which the proposed change is to take effect.

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- 16.9 Right of First Refusal of Existing Shipper.
- 16.4 (a) Within 15 days following the close of the posting period specified in subsection above, U-TOS shall forward to the Existing Shipper, by mail or facsimile, the particulars of the Qualified Bid(s) representing the highest bid, without revealing the identity of the Qualified Bidder(s).
- (b) Within seven (7) days following receipt of the particulars forwarded by U-TOS pursuant to subsection 16.9(a), the Existing Shipper may match the highest bid(s) for the capacity by submitting a binding written offer to U-TOS, by mail or facsimile, to accept the reservation charge and transaction term provisions of the highest bid(s), for the amount of capacity covered by the bid(s) that the Existing Shipper wishes to retain, provided, however, that in order to retain the capacity, the Existing Shipper need not match a proposed transaction term in excess of 20 years in duration. If the Existing Shipper matches the highest bid(s), then the affected capacity shall be retained by that shipper, and U-TOS shall execute a Transportation Agreement with Existing Shipper that contains the reservation charge, transaction term, and other acceptable provisions of its matching bid. If, following exercise of the Existing Shipper's right of first refusal, the capacity that remains available is greater than the capacity requested in the highest Qualified Bid, then capacity shall be awarded to such highest bid. The same procedure shall be followed for the Qualified Bid with the next highest Net Present Value. Such awards of available capacity shall continue until the award of capacity to a Qualified Bid with the next highest Net Present Value would cause the remaining available capacity to be exceeded. U-TOS shall execute a Transportation Agreement with any Qualified Bidder that is awarded acceptable capacity, containing the reservation charge, transaction term, and other provisions of its Qualified Bid.
- 16.10 Continuation of Service Under Existing Agreement. Upon completion of the posting, competitive bidding, and right of first refusal procedures of this Section 16, if there is remaining capacity under the existing Transportation Agreement between U-TOS and the Existing Shipper, and U-TOS and the Existing Shipper have not otherwise agreed on terms for continued firm service that are different than the terms in the existing Transportation Agreement, and neither U-TOS nor the Existing Shipper has given notice, or subsequently gives notice, of termination of the existing Transportation Agreement pursuant to the terms of that Agreement, then the existing Agreement shall continue to provided, apply to the remaining capacity from year to year, in accordance with its terms, however, if no bids were received for the capacity under the existing Transportation Agreement, then the Existing Shipper, upon its written agreement to pay the maximum reservation charge, may retain such capacity for such additional fixed period as it designates and, at the end of such additional fixed period, again exercise a right of first refusal under this Section 16 for such capacity. U-TOS reserves the right to initiate the posting, competitive bidding, and right of first refusal procedures of this Section 16 in advance of any successive extension of the existing Transportation Agreement.

17. CAPACITY RELEASE

17.1 Eligibility. Subject to the procedures and conditions set forth in the following subsections of this Section 17, any holder of firm capacity rights under Rate Schedule FT of this tariff, including any person that acquired such rights through release pursuant to another such procedures and conditions, may release all such rights, or a part thereof, to person. Any such person that seeks to release firm capacity rights is hereinafter referred to as a "Releasing Shipper." The person to whom such rights are released is hereinafter referred to as the "Replacement Shipper." For the purposes of certain provisions of this Section 17, the "Replacement Shipper" may be referred to as the "Prearranged Shipper" as that term is defined in subsection 17.4 of this Section 17, where applicable.

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- 17.2 Limitations on Releases. Any proposed release of capacity under this Section 17 shall be subject to the following limitations:
- (a) The Capacity Release timeline is applicable to all parties involved in the Capacity Release process; however, it is only applicable if (1) all information provided by the parties to the transaction is valid and the Replacement Shipper has been determined to be creditworthy, in accordance with Sections 2.2(k) and 5, hereof, before the capacity release bid is tendered and (2) there are no special terms or conditions of the release.
 - (b) Period of Release. Any proposed release of capacity must be for a period of no less than one Day, as defined in subsection 1.5 of the General Terms and Conditions, and no more than the remaining primary term of the Transportation Agreement between the Releasing Shipper and U-TOS.
 - (c) Volume of Release. Any proposed release of capacity must be in an amount of no less than 100 Dth at any specific receipt point, and no more than the Releasing Shipper is entitled to, by receipt point, delivery point, and in total, under its Transportation Agreement with U-TOS.
 - (d) Maximum Reservation Charge. A Releasing Shipper may not specify a reservation charge for the released capacity that exceeds the maximum reservation charge for the Releasing Shipper stated on the then-effective Sheet No. 4 of this tariff. A Releasing Shipper may specify a volumetric reservation charge for the released capacity provided that such charge does not exceed the 100 percent (100%) load factor equivalent of the maximum reservation charge set forth for the Releasing Shipper on the then-effective Sheet No. 4 of this tariff.
 - (e) Other Terms Or Conditions. A Releasing Shipper may not specify any terms or conditions for the release that conflict with the terms and conditions of: (1) the Releasing Shipper's Rate Schedule FT Transportation Agreement with U-TOS; or (2) this tariff.
- 17.3 Communications With U-TOS. Any communication with U-TOS under this Section 17, including any Release Proposal under subsection 17.4 or Qualified Bid under subsection 17.6, must be addressed to the following official:
- U-T Offshore System
c/o ANR Pipeline Company, Operator
Attn: Manager, Business Operations
500 Renaissance Center
Detroit, Michigan 48243
- 17.4 Making the Release Proposal. Any Releasing Shipper that wants to make a proposal to release firm capacity ("Release Proposal") must inform U-TOS, by mail, facsimile, or U-TOS' Electronic Delivery Mechanism, of the specific terms and conditions of the Release Proposal. All such terms and conditions must be objectively stated, applicable to all potential bidders, and non-discriminatory. A Releasing Shipper that has entered into a provisional agreement on the terms and conditions of a capacity release ("Prearranged Transaction") with another person that is prequalified as a Replacement Shipper under subsection 17.11 of this Section 17 ("Prearranged Shipper") must include the information concerning the Prearranged Transaction specified below. Any Release Proposal must be made on the U-TOS Release Proposal Form, as set forth on Sheet Nos. 122-126 of this tariff, and must include the following information:

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- (a) The Releasing Shipper's legal name, the contract number and date of the Transportation Agreement under which firm capacity would be released, and the name, title, address, telephone number, and facsimile number of the individual responsible for authorizing the capacity release;
- (b) For a Prearranged Transaction, the legal name of the Prearranged Shipper, and the name, title, address, telephone number, and facsimile number of the individual responsible for consummating the Prearranged Transaction for the Prearranged Shipper;

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- (c) The amount (numeric quantity) of firm capacity, by receipt point, delivery point, and in total, that the Releasing Shipper wants to release on a per day basis or that will be released in the Prearranged Transaction, as applicable, and, for long-term (i.e., one calendar month or longer) Prearranged Transactions, the amount of any additional capacity that the Releasing Shipper is willing to release, by receipt point and delivery point;
- (d) The period of time for which the Releasing Shipper wants to release the capacity or for which capacity will be released in a Prearranged Transaction, as applicable, and, for long-term Prearranged Transactions, the duration of any additional period of time that the Releasing Shipper is willing to make the capacity available;
- (e) The minimum reservation charge at which the Releasing Shipper is willing to make the capacity available (within the range from \$0 to the maximum reservation charge specified on the then-effective Sheet No. 4 of this tariff for the Releasing Shipper, or the volumetric equivalent thereof), and, for Prearranged Transactions, the reservation charge that would be paid for the capacity or for a release on a volumetric basis, the volumetric commitments, and/or any other minimum conditions. The rate specified may be in dollars and cents or percents of maximum tariff rates, but in any event, Releasing Shipper must state any rates equal to the number of decimal places in the stated rates per U-TOS' rate schedules. The maximum/minimum rates specified by the Releasing Shipper shall include the tariff reservation rate and all demand surcharges, as a total number or as stated separately;
- (f) Whether the release of capacity in the proposed release or the Prearranged Transaction, as applicable, would be subject to interruption or recall, and, if so, the non-discriminatory conditions, consistent with subsection 17.12(e) of this Section 17, under which the non-discriminatory capacity may be interrupted or recalled;
- (g) If capacity is interrupted or recalled, whether the Replacement Shipper will have the option to refuse the capacity after a recall or interruption has ended;
- (h) Whether the Releasing Shipper wants U-TOS to actively market the Release Proposal;
- (i) At Releasing Shipper's option and in lieu of U-TOS implementing the "best bid" determination stated in subsection 17.7, Releasing Shipper may specify in the Release Proposal one of the following bid evaluation methodologies: (1) highest rate, (ii) net revenue, or (iii) present value. A Release Proposal submitted specifying one of these methods may be accorded the timeline treatment described in Section 17.5. However, the Releasing Shipper may choose another bid evaluation method, but this request shall be accorded the timeline treatment described in Section 17.5 only at the discretion of U-TOS. Such bid evaluation methods shall be objectively stated, applicable to all Replacement or Prearranged Shippers and not unduly discriminatory and shall enable U-TOS to rank the bids received by utilizing the weight assigned by Releasing Shipper to each element of the Releasing Shipper's Notice;
- (j) Whether contingent bids will be accepted and if so, for what time period each contingent bidder will be allowed to eliminate the contingency; and, if not eliminated, all details concerning the evaluation of other bids, including the time period when the next highest bidder will be obligated to acquire the capacity; and

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- (k) Any additional terms and conditions of releases that are objective and non-discriminatory (e.g., any tie-breaking methodology, agency agreement requirements, limiting reassignment, changing Point(s) of Delivery, or precluding reassignment of a release without notice to and consent of the releasor, or indemnification agreement requirements.) In all cases, however, Releasing Shipper's specified bid evaluation method must be set forth with sufficient specificity that U-TOS' evaluation of the bids to determine the "best bid" is a purely ministerial matter that does not require any discretionary exercise of judgment by U-TOS.
 - (l) If Releasing Shipper does not desire immediate posting of its Release Proposal or bids received, Releasing Shipper shall provide the posting date and time, so long as the receipt date of such Release Proposal or bid is no more than thirty (30) days prior to the requested posting date, and so long as the requested posting date comports with Section 17.5.
- 17.5 Posting of Release Proposals. Completed Release Proposals that conform to the requirements of subsection 17.4 of this Section 17 shall be posted on U-TOS' Electronic Delivery Mechanism in accordance with the following procedures:
- (a) Posting With No Prearranged Transaction or With Long-Term Prearranged Transaction.

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- (i) Release Proposals for a term of less than five months must be posted on U-TOS' Electronic Delivery Mechanism no later than 1:00 p.m. Central Time on the business day prior to the nomination deadline applicable to the effective date of the release and shall remain posted for a minimum one hour Bidding Period that closes at 2:00 p.m. Central Time on a business day but not later than the business day prior to the nomination deadline.
 - (ii) Release Proposals for a term of five months or more must be posted no later than 1:00 p.m. Central Time four business days prior to the nomination deadline applicable to the effective date of the release and shall remain posted for a minimum three business day Bidding Period that closes at 2:00 p.m. Central Time on a business day but not later than the business day prior to the nomination deadline.
 - (iii) Within one hour (by 3 p.m. Central Time) after the close of the Bidding Period specified in (i) and (ii), above, best bids shall be determined, ties shall be broken, contingencies eliminated and U-TOS shall notify any Prearranged Bidder of any competing bid that has a value determined in accord with Section 17.7 which is higher than the bid of the Prearranged Bidder. Following such notification, the Prearranged Bidder shall have until 4 p.m. Central Time to match the bid with higher value. U-TOS shall post the award of capacity by 5 p.m. Central Time, on its Electronic Delivery Mechanism. U-TOS shall tender a contract (with a contract number) to the winning bidder by 10:00 a.m. Central Time on the day of the nomination deadline applicable to the effective date of the release. Nominations by the winning bidder may be submitted for the next gas flow day or at the time otherwise specified for intraday nominations, in accordance with Section 7 herein.
- (b) Releases Not Subject To Bidding.

Proposed capacity releases of a duration less than thirty (30) consecutive days for which Releasing Shipper has obtained a Prearranged Shipper or for proposed capacity releases of any duration for which Releasing Shipper has obtained a Prearranged Shipper and the Prearranged Shipper is paying the maximum rate and all other terms and conditions of the release are met, Releasing Shipper shall notify U-TOS by providing the information pursuant to subsection 17.4 of this Section 17, which information will be posted on U-TOS' Electronic Delivery Mechanism by 9 a.m. Central Time on the day prior to the effective date of the release. U-TOS will finalize all contractual arrangements by 10:00 a.m. Central Time on the day prior to the effective date of the release. The Prearranged Shipper must initiate confirmation of the Prearranged Transaction via U-TOS' Electronic Delivery Mechanism. Nominations may be submitted upon the finalization of all contractual arrangements, and such nominations will be processed in accordance with the nomination and scheduling requirements of Section 7 of the General Terms and Conditions, however, in no circumstance will gas flow prior to the effective date of the release as specified in Releasing Shipper's Notice. A Prearranged Shipper may not consummate a release with any Releasing Shipper without such release being subject to the bidding requirement if such Releasing Shipper has, within the prior thirty (30) consecutive days, released capacity to such Prearranged Shipper, which prior release was not subject to the bidding requirements for any reason other than the fact that the Prearranged Shipper was paying maximum rates for such prior release. All other provisions of this Section 17 shall apply, including Releasing Shipper's obligations under subsection 17.12 of this Section 17.

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(c) Extension and Withdrawal of Release Proposal.

The Releasing Shipper shall not be able to specify an extension of the original Bid Period or Prearranged Transaction Match Period without first posting a new release. A Releasing Shipper, including a Releasing Shipper with a Prearranged Transaction that is subject to competitive bidding, may withdraw its Release Proposal, at any time prior to the close of the bid period if such withdrawal is due to unanticipated circumstances and no minimum bid has been made. Release Proposals are binding until written notice or notice via U-TOS' Electronic Delivery Mechanism is received by U-TOS. Once the Release Proposal is withdrawn, the Release Proposal shall remain posted on U-TOS' Electronic Delivery Mechanism for a period of thirty (30) days for monitoring and control purposes.

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17.6 Bidding Procedures.

- (a) Any person that has prequalified as a prospective Replacement Shipper under the provisions of subsection 17.11 of this Section 17 ("Qualified Bidder") may submit a completed bid ("Qualified Bid") for available capacity under a Release Proposal posted pursuant to subsection 17.5(a) of this Section 17, during the applicable bid period. For purposes hereof, the applicable "bid period" shall be the same as the posting period specified in subsection 17.5(a) (i)-(ii) of Section 17.
- (b) U-TOS will receive Qualified Bids for the posted Release Proposal for the entire initial or successive bid period. A Qualified Bid may be communicated to U-TOS by facsimile, or U-TOS' Electronic Delivery Mechanism. The date of receipt will be recorded for each Qualified Bid.
- (c) Qualified Bid must be submitted on the U-TOS Qualified Bid Form, as set forth on Sheet Nos. 119-121 of this tariff, and must include the following information:
 - (i) The Qualified Bidder's legal name and the name, title, address, telephone number, and facsimile number of the person responsible for authorizing the acquisition of capacity;
 - (ii) Identification of the posted Release Proposal for which the Qualifying Bid is being made.
 - (iii) The amount of capacity being requested, by receipt point, delivery point, and in total, within the limits specified in the Release Proposal;
 - (iv) The proposed commencement date and period of time for which capacity is requested, within the limits specified in the Release Proposal;
 - (v) The reservation charge, or equivalent volumetric reservation rate, if applicable, that the Qualified Bidder proposes to pay for the capacity, expressed in a form consistent with Section 17.4(e);
 - (vi) Whether the bid is a contingent bid and the contingency which must be satisfied, and the date by which such contingency must be satisfied;
 - (vii) A statement that the Qualified Bidder will accept all terms and conditions of the Release Proposal that are not deemed negotiable by the Releasing Shipper;
 - (viii) A statement that the Qualified Bidder will execute a contract in the form, and within any time period, specified in this Tariff.
- (d) A Qualified Bidder may, at any time prior to close of the bidding period, withdraw its bid by notification by mail, facsimile, or U-TOS' Electronic Delivery Mechanism. If a bid is withdrawn, Qualified Bidder may submit a higher bid, but not a lower bid, on the same capacity. Only one bid may be maintained at a time. A winning bid becomes final if not withdrawn prior to close of the bidding period.

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- (e) All Qualified Bids must be consistent with the limitations on releases set forth in subsection 17.2 of this Section 17.
- (f) Unless the Qualified Bid states otherwise, a Qualified Bid for U-TOS' maximum reservation charge shall be deemed to include all non-commodity based charges provided under U-TOS' tariff for the capacity to be released, including, but not limited to, any F.E.R.C. Order No. 636 transition costs attributable to the capacity to be released. Unless the Qualified Bid states otherwise, a Qualified Bid for a reservation charge less than U-TOS' maximum reservation charge shall not include any such non-commodity based charges not directly included in the reservation charge stated in U-TOS' tariff.

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- (g) The Qualified Bid must commit to payment of the maximum commodity charge for Rate Schedule FT service, as set forth on Sheet No. 4 of this tariff, in connection with use of the capacity to be released, as well as all other applicable add-on charges and surcharges under U-TOS' tariff, including, but not limited to, any F.E.R.C. Order No. 636 commodity-based transition cost recovery surcharge.

17.7 Procedures for Allocation of Released Capacity.

- (a) U-TOS shall rank all bids and select the "best bid" or "better offer" as defined in subsection 17.7(b) from among the bids received. However, if more than one bidder submits the "best bid" or "better offer," the first bidder in time, inclusive of the Prearranged Shipper, shall be selected and posted as the "best bid" or "better offer," unless the Releasing Shipper specifies another tie-breaking methodology in its Release Proposal. If multiple bids meeting minimum conditions have been submitted, bids shall be awarded best bid or better offer first, until all offered capacity is awarded. Any bid submitted for released capacity pursuant to Section 17.6 may state that its acceptance is contingent; provided, the Release Proposal allows the submission of contingent bids pursuant to subsection 17.4 of this Section 17. The Replacement or Prearranged Shipper submitting the contingent bid shall have a reasonable time, as specified by the Releasing Shipper, within which to eliminate the contingency or withdraw its bid. The Replacement or Prearranged Shipper may eliminate the contingency by notifying U-TOS of such elimination via U-TOS' Electronic Delivery Mechanism no later than 3 p.m. Central Time on the business day prior to the nomination deadline for the effective date of the release. If the Replacement or Prearranged Shipper fails to notify U-TOS that the contingency is not eliminated within such time, such contingent bid shall be deemed rejected by U-TOS for failure to eliminate the contingency in accordance with the Releasing Shipper's Release Proposal. Any Replacement Shipper may make an upward revision to or withdraw its bid during the bid period; provided, U-TOS will allow any Prearranged Shipper to match, in accordance with subsection 17.7(c), the "best bid" or "better offer" after the close of the bid period; however, if the Replacement Shipper submits more than one bid for the same capacity, the lower bid will automatically expire. Replacement Shipper shall not have the opportunity to use its ability to withdraw its bid in order to submit a lower bid, if its submitted bid is higher than necessary to obtain the capacity.
- (b) "Best Bid" or "Better Offer." The "best bid" or "better offer" shall be (1) determined in accordance with the bid evaluation method specified by the Releasing Shipper pursuant to subsection 17.4; or (2) in the event the Releasing Shipper elects not to submit a bid evaluation method, the "best bid" or "better offer" shall be selected from among the Qualified Bid(s) received during the bid period, including any extension thereof, in accordance with the following procedures:
- (i) U-TOS shall calculate the Net Present Value of all Qualified Bids and applicable Prearranged Transactions by applying the proposed reservation charge to the amount of capacity proposed to be taken for the proposed duration of the capacity release transaction, and discounting resultant dollar figure to present value on the basis of the Federal Energy Regulatory Commission interest rate described in 18 CFR 154.67(c)(2)(iii)(A) that is in effect on the date

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that the calculation is made for all competing Qualified bids and Prearranged Transactions. This calculation is expressed in the following formula:

$$r \times \frac{1 - (1+i)^{-n}}{i} \times u = \text{Net Present Value}$$

Where: i = The interest rate per month;
n = The number of months in the term of the proposed agreement;
r = The proposed reservation charge per unit per month or volumetric rate, if applicable; and
u = The maximum daily quantity of capacity requested, in Dth.

- (ii) In the event both a contingent Qualified Bid and a non-contingent Qualified Bid generate the same Net Present Value, U-TOS shall reject the contingent Qualified Bid.

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- (iii) The Qualified Bid or applicable Prearranged Transaction with the highest Net Present Value shall be the winning bid, except that any Qualified Bid with a higher Net Present Value than a Prearranged Transaction for the same capacity shall be subject to the right of first refusal of the Prearranged Shipper in that Prearranged Transaction under subsection 17.7(c) of this Section 17.
 - (iv) If, following identification of the highest-value Qualified Bid or Prearranged Transaction, the capacity that remains available for release under the Release Proposal is greater than the capacity requested in the Qualified Bid or Prearranged Transaction with the next highest Net Present Value, then capacity shall also be awarded to such next highest bid. This procedure shall continue until the award of capacity to a Qualified Bid or Prearranged Transaction with the next highest Net Present Value would cause the remaining available capacity under the Release Proposal to be exceeded.
 - (c) Right of First Refusal of Prearranged Shipper. If the procedures described in subsection 17.7(a) or 17.7(b) result in selection of a Qualified Bid with a higher value than a Prearranged Transaction for the same capacity, then U-TOS shall provide the Prearranged Shipper in the Prearranged Transaction with the terms and conditions of such highest-value Qualified Bid. Such information shall be communicated via U-TOS' Electronic Delivery Mechanism by 3 p.m. Central Time on the business day prior to the nomination deadline applicable to the effective date of the release. If the Prearranged Shipper elects to match the highest-value Qualified Bid, it shall inform U-TOS via U-TOS' Electronic Delivery Mechanism by 4 p.m. Central Time on the business day prior to the nomination deadline applicable to the effective date of the release, of its unconditional agreement to match or exceed such terms and conditions. A Prearranged Shipper that matches or exceeds a highest-value Qualified Bid shall be granted the first award of available capacity under the Release Proposal. If the Prearranged Shipper declines to match the highest-value Qualified Bid, then the first award of available capacity shall be granted to the Qualified Bidder that made such highest-value Qualified Bid.
 - (d) Notification of Winners. U-TOS shall notify winning Qualified Bidders and/or Prearranged Shippers, via U-TOS' Electronic Delivery Mechanism by 5 p.m. Central Time on the business day prior to the nomination deadline applicable to the effective date of the release, of their award of capacity. An award of released capacity shall be deemed to occur on the date that such notification occurs, or, in the case of a short-term Prearranged Transaction, on the date that U-TOS receives the associated Release Proposal from the Releasing Shipper. The effective date of the release shall be determined in accordance with subsection 17.8 of this Section 17.
 - (e) U-TOS shall post the winning bid, including the name of the winning bidder, on its Electronic Delivery Mechanism for five (5) days.
- 17.8 Effecting Service for the Replacement Shipper.
- (a) A release of capacity under this Section 17 shall become effective on the later of: (1)-the date specified for such release in the Release Proposal/Prearranged Transaction, as applicable; (2)-the date that U-TOS receives a Rate Schedule FT Transportation Agreement that has been

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executed by the Replacement Shipper, and that includes specification of the MDQ, receipt point entitlements, and delivery point entitlements that have been released to that Replacement Shipper; (3) the date that U-TOS receives a copy of the Gas Allocation Agreement that has been executed by the Replacement Shipper; or (4) the date the completed release of capacity is posted on U-TOS' Electronic Delivery Mechanism. U-TOS will not commence transportation service under an effective release of capacity before timely nomination has been scheduled.

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(Continued)

- (b) U-TOS shall provide for the electronic execution and tender of all documents required in this Section 17.8 through its Electronic Delivery Mechanism; provided, however, that U-TOS may also require a fully executed written agreement.
- 17.9 Posting of Requests for Released Capacity. A prospective Replacement Shipper that wants to make a request for released firm capacity ("Release Request") may inform U-TOS, by mail, facsimile, or U-TOS' Electronic Delivery Mechanism, of the specific terms and conditions of the Release Request. Upon receipt of the tendered Release Request, U-TOS will post the Release Request in accordance with the following procedures:
- (a) The Release Request must be made on the U-TOS Release Request Form, as set forth on Sheet No. 127-130 of this tariff, and must include the following information:
- (i) The prospective Replacement Shipper's legal name, and the name, title, address, telephone number, and facsimile number of the individual responsible for the Release Request;
 - (ii) The amount of firm capacity, by receipt point, delivery point, and in total, that the prospective Replacement Shipper wants to acquire;
 - (iii) The proposed effective date and term of the desired acquisition of capacity;
 - (iv) The maximum reservation charge, or volumetric reservation rate equivalent thereof, that the prospective Replacement Shipper is willing to pay for the capacity; and
 - (v) Any other terms or conditions that the prospective Replacement Shipper deems essential to the Release Request, provided, that any such terms or conditions must be consistent with the terms and conditions of this tariff.
- (b) A Release Request that conforms to the requirements of subsection 17.9(a) of this Section 17, that is received by U-TOS no later than 12:00 noon Central Time on a business day, and for which the posting fee has been paid, will be posted on U-TOS' Electronic Delivery Mechanism beginning on the following business day.
- (c) The posting of the Release Request will continue for a period of 30 days, except that the prospective Replacement Shipper may request that it be removed, or that the posting be extended for an additional 30-day period, at any time prior to the end of the period.
- (d) Any agreement for the release of capacity between a Releasing Shipper and the prospective Replacement Shipper that posted the Release Request shall be subject to all requirements of this Section 17 that pertain to such a transaction, including the applicable posting and competitive bid requirements of subsections 17.4, 17.5, and 17.6.
- 17.10 Active Marketing of Release Proposals By U-TOS. If a Releasing Shipper requests that U-TOS actively market its Release Proposal, U-TOS will inform the Releasing Shipper whether U-TOS is willing to pursue the possibility of providing active

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marketing service. U-TOS and the Releasing Shipper shall negotiate the terms of any marketing service to be provided by U-TOS and the marketing fee to be paid U-TOS for such service. U-TOS shall be under no obligation to actively market a Release Proposal on terms to which it has not agreed.

GENERAL TERMS AND CONDITIONS
(Continued)

17.11 Qualification for Participation in the Capacity Release Program.

- must
- (a) In order to qualify for participation in a Prearranged Transaction or to submit a Qualified Bid for a posted Release Proposal, a prospective Replacement Shipper first:
- of
- (i) Demonstrate, to U-TOS' reasonable satisfaction, that it is creditworthy in accordance with Sections 2.2(k) and 5 of the General Terms and Conditions this tariff; and
- execute a
- Rate
- (ii) Provide to U-TOS a statement of its willingness and ability to: (1) Transportation Agreement for firm transportation service that conforms to Schedule FT of this tariff; and (2) become a party to the Gas Allocation Agreement between U-TOS and its shippers.
- materials
- (b) U-TOS reserves the right to request additional or renewed credit evaluation at any time for the purpose of reviewing a completed creditworthiness evaluation.

17.12 Rights and Obligations of the Releasing Shipper and the Replacement Shipper.

- at
- (a) General Commitment of Replacement Shipper. By acquiring released capacity, a Replacement Shipper agrees that it will comply with all of the provisions of this tariff, the terms and conditions of the executed Rate Schedule FT Transportation Agreement, and the applicable orders, rules, and regulations of the Federal Energy Regulatory Commission. The Replacement Shipper shall remain fully liable to U-TOS the end of the term of the release transaction for all responsibilities under its Transportation Agreement with U-TOS, including, but not limited to, all charges incurred by the Replacement Shipper.
- any
- (b) Continuing Obligations of Releasing Shipper. The original Releasing Shipper in sequence of one or more releases involving the same capacity ("Original Releasing Shipper") shall continue to be liable for all reservation charges associated with the released capacity, up to the reservation charge specified in the Original Releasing Shipper's underlying Rate Schedule FT Transportation Agreement with U-TOS. If any a Releasing Shipper agrees to accept a bid from a Replacement Shipper that specifies a reservation charge that is lower than the reservation charge under the Transportation remain a Agreement between the Releasing Shipper and U-TOS, the Releasing Shipper shall reduce remain liable to pay the balance to U-TOS. By releasing firm capacity to a Replacement Shipper, the Releasing Shipper recognizes and agrees that such release shall date the Releasing Shipper's firm capacity rights under its underlying Transportation Agreement with U-TOS during the term of the release, beginning on the effective thereof, except for any period that the released capacity is recalled by the Releasing Shipper.

GENERAL TERMS AND CONDITIONS
(Continued)

- (c) Release By Replacement Shipper. A release of capacity by a Replacement Shipper shall not relieve the Original Releasing Shipper, or any Replacement Shipper in the sequence of releases between the Original Releasing Shipper and the Replacement Shipper holding the capacity, of their obligations under this Tariff or their respective Transportation Agreements with U-TOS. Re-releases may be on the same terms and conditions as the primary release (except as prohibited by F.E.R.C. regulations).
- (d) Changes in Receipt or Delivery Points. A Releasing Shipper may include in its Release Proposal restrictions on the Replacement Shipper's ability to modify primary receipt and delivery points in its Transportation Agreement with U-TOS. In the absence of any such restrictions, the Releasing Shipper shall be deemed to have amended its Transportation Agreement to incorporate the changes to primary receipt and delivery points made effective by any Replacement Shipper in the sequence of releases between the Original Releasing Shipper and the Replacement Shipper holding the capacity.
- (e) Right of Recall. A Releasing Shipper that has released capacity subject to a right of recall must provide U-TOS and the Replacement Shipper to whom the capacity was released with notice of its intent to recall capacity, to be effective for a gas day, no later than 8:00 a.m. Central Time on the gas day prior to the gas day for which the recall will be effective. The notice shall identify, by volume, receipt point, and delivery point, the capacity being recalled, and state whether the recall is permanent or temporary and, if the latter, the duration of the recall. There shall be no partial day recalls of capacity. Any replacement Shipper that wants to release capacity that was released to it, subject to interruption or recall, must fashion its own release of the capacity so as to accommodate the conditions of interruption or recall.
- (f) Permanent Release. If a Releasing Shipper releases capacity for the remaining term of its Transportation Agreement and the Replacement Shipper has agreed to pay the maximum rates and executes a Transportation Agreement with U-TOS whereunder all of the Releasing Shipper's obligations have been assumed, the Releasing Shipper may request from U-TOS a release from its obligations under the underlying Transportation Agreement; subject to the approval of U-TOS' creditors to whom said Transportation Agreement has been pledged, U-TOS shall act on Releasing Shipper's request for release from its obligations on a non-discriminatory basis, and shall not unreasonably withhold approval thereof. Inasmuch as the Replacement Shipper must at all times meet U-TOS' creditworthiness standard under Section 5 of the General Terms and Conditions, the criteria for creditors' approval shall generally be satisfied thereby, absent extenuating circumstances.
- (g) Billing. U-TOS shall bill the Replacement Shipper the rate specified in the Transportation Agreement and any other applicable charges and such Replacement Shipper shall pay the billed amounts directly to U-TOS. Further, the Replacement Shipper who has acquired capacity on a volumetric reservation charge shall be billed the daily reservation charge plus the commodity rate and all applicable surcharges times the volumes actually transported. Releasing Shipper shall be billed the reservation charge and reservation surcharge, if any, associated with the released capacity

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(Continued)

pursuant to its contract, with a concurrent conditional credit for payment of the reservation charge and reservation surcharge due from the Replacement Shipper. This bill shall include an itemization of credits and adjustments associated with each release transaction. Releasing Shipper shall also be billed a marketing fee, if applicable, pursuant to the provisions of subsection 17.10 of this Section 17. A Replacement Shipper who re-releases acquired capacity shall pay to U-TOS a marketing fee, if applicable. If a Replacement Shipper does not make payment to U-TOS of the reservation charge and reservation surcharge, if any, due as set forth in Section 10 of the General Terms and Conditions, U-TOS shall notify the Releasing Shipper of the amount due, including all applicable late charges authorized by Section 10 of the General Terms and Conditions and such amount shall be paid by the Releasing Shipper. In addition, Releasing Shipper may terminate the release of capacity to a Replacement Shipper if such Replacement Shipper fails to pay all of the amount of any bill for gas delivered under the executed Transportation Agreement when such amount is due. Once terminated, capacity and all applicable charges shall revert to the Releasing Shipper. All payments received from a Replacement Shipper shall first be applied to the reservation charge due for the transportation service and then to any reservation surcharge, including late charges related solely to such reservation charges, then to any penalty due, then to usage charges, and last to late charges not related to any reservation charges due.

If the Transportation Agreement between U-TOS and the Replacement Shipper specifies a reservation charge for the released capacity that is higher than the reservation charge specified in the underlying Transportation Agreement with U-TOS and the Releasing Shipper, then any revenues that U-TOS collects from the Replacement Shipper that are based on the difference between the specified reservation charges which remain after payment of the items specified in the last sentence of the immediately preceding paragraph shall be credited to the Releasing Shipper.

- 17.13 Conversion between Monthly and Daily Reservation Rates. For less than maximum rate transactions only, converting a daily rate to a monthly rate shall be accomplished by multiplying the daily rate times number of days in rate period, dividing the result by number of months in rate period and taking the remainder out to 5 decimal places and rounding up or down to the number of decimal places that correspond to U-TOS' maximum rates. Converting a monthly rate to a daily rate shall be accomplished by multiplying the monthly rate by number of months in rate period; dividing the result by number of days in rate period and taking the remainder out to 5 decimal places and rounding up or down to the number of decimal places that correspond to U-TOS' maximum rates.
- 17.14 Capacity release historical data shall be made available, upon request, on a consistent basis by U-TOS for a period of 3 years.

GENERAL TERMS AND CONDITIONS
(Continued)

18. ASSIGNMENT OF CAPACITY TO CUSTOMERS OF DOWNSTREAM PIPELINES

- 18.1 Eligibility. Subject to the procedures and conditions set forth in the following subsections of this Section 18, any interstate natural gas pipeline company that: (1) offers transportation service on a firm basis under Subpart B or G of the Federal Energy Regulatory Commission's Regulations in 18 CFR Part 284; (2) owns and operates interstate pipeline facilities downstream from U-TOS' facilities at Johnson's Bayou, Cameron Parish, Louisiana, and (3) holds firm capacity on the U-TOS system under a Transportation Agreement with U-TOS, may assign all such rights, or a part thereof, to its own firm customer(s) served by its downstream facilities. Any such interstate pipeline shipper that seeks to assign firm capacity rights is hereinafter referred to as an "AssigningsShipper." The downstream firm customer to whom such rights are assigned is hereinafter referred to as the "Replacement Downstream Shipper."
- 18.2 Limitations on Assignments. Any proposed assignment of capacity under this Section 18 shall be subject to the following limitations:
- (a) Qualification of Replacement Downstream Shipper. Any prospective Replacement Downstream Shipper that would take assigned capacity must qualify for such assignment under the requirements of subsection 18.5 of this Section 18.
 - (b) Permanence of the Assignment. Any assignment of capacity shall be permanent, and shall not be subject to recall by the Assigning Shipper.
 - (c) Volume of Assignment. Any assignment of capacity must be in an amount of no less than 100 Dth at any specific receipt point, and no more than the Assigning Shipper is entitled to, by receipt point, delivery point, and in total, under its Transportation Agreement with U-TOS.
 - (d) Terms and Conditions of Assignment. A Replacement Downstream Shipper that takes assigned capacity must accept all of the terms and conditions of the Assigning Shipper's Transportation Agreement with U-TOS, including the remaining primary term thereof. A Replacement Downstream Shipper that takes assigned capacity shall execute a Rate Schedule FT Transportation Agreement with U-TOS covering use of the assigned capacity.
 - (e) Provision Regarding Continuing Obligation of Assigning Shipper. The Assigning Shipper may request from U-TOS a release from its obligations under the Assigning Shipper's Transportation Agreement with U-TOS; subject to the approval of U-TOS' creditors to whom said Transportation Agreement has been pledged, U-TOS shall act on Assigning Shipper's request for release from its obligations on a non-discriminatory basis, and shall not unreasonably withhold approval thereof. Inasmuch as the Replacement Shipper must at all times meet U-TOS' creditworthiness standard under Section 5 of this Tariff, the criteria for creditors' approval shall generally be satisfied thereby, absent extenuating circumstances.

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18.3 Communications With U-TOS. Any communication with U-TOS under this Section 18, including any Assignment Proposal under subsection 18.6, must be addressed to the following official:

Manager, Business Operations

U-T Offshore System
c/o ANR Pipeline Company, Operator
500 Renaissance Center
Detroit, Michigan 48243

Attention: Manager, Business Operations

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First Revised Sheet No. 69 First Revised Sheet No. 69 : Superseded
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GENERAL TERMS AND CONDITIONS
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- 18.4 Consequential Reduction of Interruptible Overrun Entitlements. An assignment of firm capacity held by the Assigning Shipper under a Transportation Agreement included in U-TOS' F.E.R.C. Gas Tariff, Original Volume No. 2, shall result in a proportionate reduction in the amount of the volume specified under U-TOS' Rate Schedule I, as set forth on Sheet No. 7 of this tariff, that is used to determine the Assigning Shipper's share of available capacity for Interruptible Overrun Transportation Service.
- 18.5 Procedures for Qualification.
- (a) In order to qualify for an assignment of capacity, a prospective Replacement Downstream Shipper must first:
- (i) Demonstrate, to U-TOS' reasonable satisfaction, that it is creditworthy in accordance with Sections 2.2(k) and 5 of the General Terms and Conditions of this tariff; and
- (ii) Tender to U-TOS executed copies of: (1) a Transportation Agreement for firm transportation service that conforms to the terms and conditions of the Transportation Agreement between U-TOS and the Assigning Shipper; and (2) the Gas Allocation Agreement between U-TOS and its shippers. Copies of the latter document shall be available from U-TOS upon request.
- (b) In the interest of expediting the qualification procedures, a prospective Replacement Downstream Shipper may submit to U-TOS the credit evaluation materials described in Section 2.2(k) of the General Terms and Conditions of this tariff, and the executed documents described in subsection 18.5(a)(ii) of this Section 18, in advance of the submittal by the Assigning Shipper of the required information on the proposed assignment, as described in subsection 18.6 of this Section 18.
- (c) U-TOS reserves the right to request additional or renewed credit evaluation materials at any time for the purpose of reviewing a completed creditworthiness evaluation.
- (d) Upon completion of the qualification review process, U-TOS will promptly notify the Assigning Shipper and the prospective Replacement Downstream Shipper, by facsimile, whether the proposed assignment has been accepted. Approved assignments will be effected in accordance with the procedures of subsection 18.7 of this Section 18.
- 18.6 Making the Assignment Proposal. Any Assigning Shipper that wants to make a proposal to assign firm capacity ("Assignment Proposal"), must inform U-TOS by mail or facsimile, of the particulars of the Assignment Proposal. The information provided to U-TOS by the Assigning Shipper must be provided on the U-TOS Assignment Proposal Form, as set forth on Sheet Nos. 131-134 of this tariff, and must include the following:
- (a) The Assigning Shipper's legal name, and the name, title, address, telephone number, and facsimile number of the individual responsible for authorizing the assignment;
- (b) The prospective Releasing Shipper's legal name, and the name, title, address, telephone number, and facsimile number of the individual responsible for consummating the assignment for the prospective Replacement Downstream Shipper;

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Original Sheet No. 69A Original Sheet No. 69A : Superseded

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(Continued)

- (c) The date and U-TOS rate schedule designation of the Transportation Agreement under which firm capacity would be assigned;
- (d) The amount of firm capacity, by receipt point, delivery point, and in total, that would be assigned; and
- (e) The proposed effective date for the assignment.

GENERAL TERMS AND CONDITIONS
(Continued)

- 18.7 Effecting Service for the Replacement Downstream Shipper.
- later (a) An assignment of capacity under this Section 18 shall become effective on the
- of: (1) the effective date specified in the Assignment proposal; or (2) the date that is one business day after U-TOS notifies the Assigning Shipper and the Replacement Downstream Shipper that the assignment has been accepted, pursuant to subsection 18.5(d) of this Section 18. U-TOS will not commence transportation service under an effective assignment of capacity before the date that is at least one business day after U-TOS receives from the Replacement Downstream Shipper or
- its Nominating Agent a completed copy of the Nomination Request Form set forth on
- Sheet No. 135 of this tariff.
- (b) After U-TOS has made a determination that an Assignment Proposal will be accepted, U-TOS shall execute the Transportation Agreement tendered by the Replacement Downstream Shipper. U-TOS shall send copies of the fully-executed Transportation Agreement to the Replacement Downstream Shipper and the Assigning Shipper.
- 18.8 Rights and Obligations of the Assigning Shipper and the Replacement Downstream Shipper.
- (a) General Commitment of Replacement Downstream Shipper. By acquiring assigned capacity, a Replacement Downstream Shipper agrees that it will comply with all of
- the provisions of this tariff, the terms and conditions of the executed Transportation Agreement, and the applicable orders, rules, and regulations of the Federal Energy Regulatory Commission.
- (b) Continuing Responsibility of the Assigning Shipper. Unless the Assigning Shipper requests and is granted a release from its obligations under its Transportation Agreement with U-TOS, the Assigning Shipper shall be subject to the continuing liability and responsibility for all charges associated with the assigned
- capacity, as stated in subsection 18.8(e) of this Section 18. In assigning firm capacity to
- a Replacement Downstream Shipper, the Assigning Shipper recognizes and agrees that
- such assignment shall reduce the Assigning Shipper's firm capacity rights under its underlying Transportation Agreement with U-TOS, beginning on the effective date of the assignment.
- (c) Release By Replacement Downstream Shipper. A release of assigned capacity by a
- of Replacement Downstream Shipper under the capacity release provisions of Section 17
- or this tariff shall not relieve the Assigning Shipper, or any Replacement Shipper in the sequence of assignment and releases between the Assigning Shipper and the Replacement Shipper holding the capacity, of their obligations under this tariff
- their respective Transportation Agreements with U-TOS.
- (d) Billing.
- (i) U-TOS shall bill a Replacement Downstream Shipper for all applicable rates
- and charges under the Transportation Agreement between U-TOS and the
- Replacement Downstream Shipper, and the Replacement Downstream Shipper shall pay the billed amounts directly to U-TOS.
- (ii) Payments received by U-TOS from a Replacement Downstream Shipper shall be applied to amounts owed in the following order: (1) any penalty that is
- due; (2) late charges; (3) interruptible overrun service charges; (4) commodity-

based charges; and (5) reservation charges.

due

- (iii) If a Replacement Downstream Shipper fails to pay U-TOS all of the charges under its Transportation Agreement with U-TOS, then U-TOS shall notify the Assigning Shipper of the amount due, including any late charges, and the Assigning Shipper shall pay such amount to U-TOS. If U-TOS subsequently receives any payment of the amount billed from the delinquent Replacement Downstream Shipper, the amount of such payment shall be credited to the Assigning Shipper.

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GENERAL TERMS AND CONDITIONS
(Continued)

19. CONSTRUCTION OF DELIVERY LATERALS

Unless otherwise agreed to in writing, U-TOS shall not be required to construct, own, or operate delivery lateral facilities. In the event that U-TOS does agree to construct, own, or operate delivery lateral facilities, it will do so in a nondiscriminatory manner, and U-TOS may require the reimbursement of the costs associated therewith as agreed to by the parties. Nothing herein shall require U-TOS to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act, nor shall anything herein be construed to authorize the filing of such an application by others on its behalf. Moreover, nothing herein shall prevent U-TOS from contesting an application for service filed pursuant to Section 7(a) of the Natural Gas Act. U-TOS reserves the right to seek a waiver of the policy set forth herein for good cause shown.

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Second Revised Sheet No. 72 Second Revised Sheet No. 72 : Superseded
Superseding: First Revised Sheet No. 72

GENERAL TERMS AND CONDITIONS
(Continued)

20. ELECTRONIC DELIVERY MECHANISM

Electronic communications in Electronic Data Interchange ASC X12 ("EDI") format may be transmitted via U-TOS' industry standard Electronic Delivery Mechanism ("EDM"), which will be available on a nondiscriminatory basis to any party, provided such party has entered into an appropriate written Trading Partner Agreement with U-TOS.

Critical systemwide notices will be in a separate category from notices that are not critical.

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(Continued)

21. NEW FACILITIES COSTS

U-TOS shall be entitled to submit filings under Section 4 of the Natural Gas Act and the Commission's Regulations and to recover capital costs of new facilities incurred as a result of the restructuring of U-TOS' services pursuant to the provisions of Order Nos. 636 et seq. Such costs shall include, but not be limited to, electronic measurement and communication facilities; flow control equipment; other facility costs (including pre-tax rate of return times net rate base; depreciation; and an allowance for ad valorem taxes).

22. ORDER OF DISCOUNTING SURCHARGES

U-TOS neither discounts its rates nor has any rate surcharge components for which to establish an order of discounting.

23. PERIODIC REPORTS

U-TOS is required to file no periodic reports pursuant to Commission order or to a settlement in a proceeding initiated under Parts 154 or 284 of the regulations of the Federal Energy Regulatory Commission.

24. COMPLIANCE WITH 18 C.F.R. 284.10

U-TOS incorporates by reference each of the following Business Practice and Electronic Communication Standards which were required by the Commission in 18 C.F.R. 284.10(b) in accordance with Order No. 587 issued July 17, 1996, Order No. 587-B issued January 30, 1997, Order No. 587-C issued March 4, 1997, Order No. 587-G issued April 16, 1998, Order No. 587-H issued July 15, 1998 and Order No. 587-K issued April 2, 1999.

1.2.1	(Ver. 1.3)
1.2.2	(Ver. 1.3)
1.2.5	(Ver. 1.3)
1.2.6	(Ver. 1.3)
1.2.8	(Ver. 1.3)
1.2.9	(Ver. 1.3)
1.2.10	(Ver. 1.3)
1.2.11	(Ver. 1.3)
1.2.12	(Ver. 1.3)
1.3.2(vi)	(Ver. 1.3)
1.3.3	(Ver. 1.3)

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1.3.4	(Ver. 1.3)
1.3.14	(Ver. 1.3)
1.3.15	(Ver. 1.3)
1.3.17	(Ver. 1.3)
1.3.18	(Ver. 1.3)
1.3.20	(Ver. 1.3)
1.3.22	(Ver. 1.3)
1.3.23	(Ver. 1.3)
1.3.24	(Ver. 1.3)
1.3.25	(Ver. 1.3)
1.3.26	(Ver. 1.3)
1.3.27	(Ver. 1.3)
1.3.28	(Ver. 1.3)
1.3.29	(Ver. 1.3)
1.3.30	(Ver. 1.3)
1.3.31	(Ver. 1.3)
1.3.32	(Ver. 1.3)
1.3.34	(Ver. 1.3)
1.3.35	(Ver. 1.3)
1.3.36	(Ver. 1.3)
1.3.37	(Ver. 1.3)
1.3.38	(Ver. 1.3)
1.3.39	(Ver. 1.3)
1.3.40	(Ver. 1.3)
1.3.41	(Ver. 1.3)
1.3.42	(Ver. 1.3)
1.3.43	(Ver. 1.3)
1.3.44	(Ver. 1.3)
1.3.45	(Ver. 1.3)
1.3.46	(Ver. 1.3)
1.4.1	(Ver. 1.3)
1.4.2	(Ver. 1.3)
1.4.3	(Ver. 1.3)
1.4.4	(Ver. 1.3)
1.4.5	(Ver. 1.3)
1.4.6	(Ver. 1.3)
1.4.7	(Ver. 1.3)
2.2.1	(Ver. 1.3)
2.3.1	(Ver. 1.3)
2.3.2	(Ver. 1.3)
2.3.3	(Ver. 1.3)
2.3.4	(Ver. 1.3)
2.3.8	(Ver. 1.3)

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Sub Seventh Revised Sheet No. 73B Sub Seventh Revised Sheet No. 73B : Superseded
Superseding: Sub Sixth Revised Sheet No. 73B

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2.3.9 (Ver. 1.3)
2.3.11 (Ver. 1.3)
2.3.12 (Ver. 1.3)
2.3.13 (Ver. 1.3)
2.3.15 (Ver. 1.3)
2.3.17 (Ver. 1.3)
2.3.18 (Ver. 1.3)
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2.3.25 (Ver. 1.3)
2.3.31 (Ver. 1.3)
2.4.1 (Ver. 1.3)
2.4.2 (Ver. 1.3)
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2.4.4 (Ver. 1.3)
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3.4.4 (Ver. 1.3)
4.2.1 (Ver. 1.3)
4.2.2 (Ver. 1.3)
4.2.3 (Ver. 1.3)

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Original Sheet No. 73C Original Sheet No. 73C : Superseded

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4.2.4 (Ver. 1.3)
4.2.5 (Ver. 1.3)
4.2.6 (Ver. 1.3)
4.2.7 (Ver. 1.3)
4.2.8 (Ver. 1.3)
4.3.1 (Ver. 1.3)
4.3.2 (Ver. 1.3)
4.3.3 (Ver. 1.3)
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4.3.21 (Ver. 1.3)
4.3.22 (Ver. 1.3)
4.3.23 (Ver. 1.3)
4.3.24 (Ver. 1.3)
4.3.25 (Ver. 1.3)
4.3.26 (Ver. 1.3)
4.3.27 (Ver. 1.3)
4.3.28 (Ver. 1.3)
4.3.29 (Ver. 1.3)
4.3.30 (Ver. 1.3)
4.3.31 (Ver. 1.3)
4.3.32 (Ver. 1.3)
4.3.33 (Ver. 1.3)
4.3.34 (Ver. 1.3)
4.3.35 (Ver. 1.3)

Effective Date: 08/01/1999 Status: Effective

FERC Docket: RP99-462-000

Original Sheet No. 73D Original Sheet No. 73D : Superseded

GENERAL TERMS AND CONDITIONS
(Continued)

5.2.1	(Ver. 1.3)
5.3.5	(Ver. 1.3)
5.3.9	(Ver. 1.3)
5.3.23	(Ver. 1.3)
5.3.30	(Ver. 1.3)
5.4.1	(Ver. 1.3)
5.4.2	(Ver. 1.3)
5.4.3	(Ver. 1.3)
5.4.4	(Ver. 1.3)
5.4.5	(Ver. 1.3)
5.4.6	(Ver. 1.3)
5.4.7	(Ver. 1.3)
5.4.8	(Ver. 1.3)
5.4.9	(Ver. 1.3)
5.4.10	(Ver. 1.3)
5.4.11	(Ver. 1.3)
5.4.12	(Ver. 1.3)
5.4.13	(Ver. 1.3)
5.4.14	(Ver. 1.3)
5.4.15	(Ver. 1.3)
5.4.16	(Ver. 1.3)
5.4.17	(Ver. 1.3)

Effective Date: 09/01/1994 Status: Effective

FERC Docket: RP94-161-000

First Revised Sheet No. 74 First Revised Sheet No. 74 : Superseded
Superseding: 2nd Substitute Original Sheet No. 74

FUTURE USE.

SHEET NO. 74 IS BEING RESERVED FOR

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 88-007

Original Sheet Nos. 75 - 104 Original Sheet Nos. 75 - 104 : Superseded

SHEET NOS. 75 THROUGH 104 ARE BEING RESERVED FOR FUTURE USE.

Effective Date: 09/28/1999 Status: Effective

FERC Docket: TESTB

First Revised Sheet No. 95 First Revised Sheet No. 95 : Superseded
Superseding: Original Sheet No. 95

GENERAL TERMS AND CONDITIONS
(Continued)

24. COMPLIANCE WITH 18 C.F.R. 284.10

U-TOS incorporates by reference each of the following Business Practice and Electronic Communication Standards which were required by the Commission in 18 C.F.R. 284.10(b) in accordance with Order No. 587 issued July 17, 1996, Order No. 587-B issued January 30, 1997, Order No. 587-C issued March 4, 1997, Order No. 587-G issued April 16, 1998 and Order No. 587-H issued July 15, 1998 and Order No. 587-K issued April 2, 1999.

- 1.2.1 (Ver. 1.3)
- 1.2.2 (Ver. 1.3)
- 1.2.5 (Ver. 1.3)
- 1.2.6 (Ver. 1.3)
- 1.2.8 (Ver. 1.3)
- 1.2.9 (Ver. 1.3)
- 1.2.10 (Ver. 1.3)
- 1.2.11 (Ver. 1.3)
- 1.2.12 (Ver. 1.3)
- 1.3.2(vi) (Ver. 1.3)
- 1.3.3 (Ver. 1.3)
- 1.3.4 (Ver. 1.3)
- 1.3.14 (Ver. 1.3)
- 1.3.15 (Ver. 1.3)
- 1.3.17 (Ver. 1.3)
- 1.3.18 (Ver. 1.3)
- 1.3.20 (Ver. 1.3)
- 1.3.22 (Ver. 1.3)
- 1.3.23 (Ver. 1.3)
- 1.3.24 (Ver. 1.3)
- 1.3.25 (Ver. 1.3)
- 1.3.26 (Ver. 1.3)
- 1.3.27 (Ver. 1.3)
- 1.3.28 (Ver. 1.3)
- 1.3.29 (Ver. 1.3)
- 1.3.30 (Ver. 1.3)
- 1.3.31 (Ver. 1.3)
- 1.3.32 (Ver. 1.3)
- 1.3.34 (Ver. 1.3)
- 1.3.35 (Ver. 1.3)
- 1.3.36 (Ver. 1.3)
- 1.3.37 (Ver. 1.3)
- 1.3.38 (Ver. 1.3)

Effective Date: 09/28/1999 Status: Effective

FERC Docket: TESTB

First Revised Sheet No. 96 First Revised Sheet No. 96 : Superseded
Superseding: Original Sheet No. 96

GENERAL TERMS AND CONDITIONS
(Continued)

- 1.3.39 (Ver. 1.3)
- 1.3.40 (Ver. 1.3)
- 1.3.41 (Ver. 1.3)
- 1.3.42 (Ver. 1.3)
- 1.3.43 (Ver. 1.3)
- 1.3.44 (Ver. 1.3)
- 1.3.45 (Ver. 1.3)
- 1.3.46 (Ver. 1.3)
- 1.4.1 (Ver. 1.3)
- 1.4.2 (Ver. 1.3)
- 1.4.3 (Ver. 1.3)
- 1.4.4 (Ver. 1.3)
- 1.4.5 (Ver. 1.3)
- 1.4.6 (Ver. 1.3)
- 1.4.7 (Ver. 1.3)
- 2.2.1 (Ver. 1.3)
- 2.3.1 (Ver. 1.3)
- 2.3.2 (Ver. 1.3)
- 2.3.3 (Ver. 1.3)
- 2.3.4 (Ver. 1.3)
- 2.3.8 (Ver. 1.3)
- 2.3.9 (Ver. 1.3)
- 2.3.11 (Ver. 1.3)
- 2.3.12 (Ver. 1.3)
- 2.3.13 (Ver. 1.3)
- 2.3.15 (Ver. 1.3)
- 2.3.17 (Ver. 1.3)
- 2.3.18 (Ver. 1.3)
- 2.3.19 (Ver. 1.3)
- 2.3.20 (Ver. 1.3)
- 2.3.21 (Ver. 1.3)
- 2.3.22 (Ver. 1.3)
- 2.3.23 (Ver. 1.3)
- 2.3.24 (Ver. 1.3)
- 2.3.25 (Ver. 1.3)
- 2.3.31 (Ver. 1.3)
- 2.4.1 (Ver. 1.3)
- 2.4.2 (Ver. 1.3)
- 2.4.3 (Ver. 1.3)
- 2.4.4 (Ver. 1.3)
- 2.4.5 (Ver. 1.3)
- 2.4.6 (Ver. 1.3)
- 3.3.1 (Ver. 1.3)
- 3.3.2 (Ver. 1.3)
- 3.3.4 (Ver. 1.3)
- 3.3.5 (Ver. 1.3)
- 3.3.6 (Ver. 1.3)

Effective Date: 09/28/1999 Status: Effective

FERC Docket: TESTB

First Revised Sheet No. 97 First Revised Sheet No. 97 : Superseded
Superseding: Original Sheet No. 97

GENERAL TERMS AND CONDITIONS
(Continued)

3.3.8	(Ver. 1.3)
3.3.10	(Ver. 1.3)
3.3.11	(Ver. 1.3)
3.3.12	(Ver. 1.3)
3.3.16	(Ver. 1.3)
3.3.17	(Ver. 1.3)
3.3.20	(Ver. 1.3)
3.3.21	(Ver. 1.3)
3.4.1	(Ver. 1.3)
3.4.2	(Ver. 1.3)
3.4.3	(Ver. 1.3)
4.3.1	(Ver. 1.3)
4.3.2	(Ver. 1.3)
4.3.3	(Ver. 1.3)
4.3.5	(Ver. 1.3)
4.3.6	(Ver. 1.3)
4.3.7	(Ver. 1.3)
4.3.8	(Ver. 1.3)
4.3.9	(Ver. 1.3)
4.3.10	(Ver. 1.3)
4.3.11	(Ver. 1.3)
4.3.12	(Ver. 1.3)
4.3.13	(Ver. 1.3)
4.3.14	(Ver. 1.3)
4.3.15	(Ver. 1.3)
4.3.16	(Ver. 1.3)
5.2.1	(Ver. 1.3)
5.3.5	(Ver. 1.3)
5.3.9	(Ver. 1.3)
5.3.23	(Ver. 1.3)
5.3.30	(Ver. 1.3)
5.4.1	(Ver. 1.3)
5.4.2	(Ver. 1.3)
5.4.3	(Ver. 1.3)
5.4.4	(Ver. 1.3)
5.4.5	(Ver. 1.3)
5.4.6	(Ver. 1.3)
5.4.7	(Ver. 1.3)
5.4.8	(Ver. 1.3)
5.4.9	(Ver. 1.3)
5.4.10	(Ver. 1.3)
5.4.11	(Ver. 1.3)
5.4.12	(Ver. 1.3)
5.4.13	(Ver. 1.3)
5.4.14	(Ver. 1.3)
5.4.15	(Ver. 1.3)
5.4.16	(Ver. 1.3)
5.4.17	(Ver. 1.3)

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 88-006

Original Sheet No. 105 Original Sheet No. 105 : Superseded

Index to Forms

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	Capacity Release Form (Prearranged)	122
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Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-146-001

First Revised Sheet No. 106 First Revised Sheet No. 106 : Superseded
Superseding: Original Sheet No. 106

U-T OFFSHORE SYSTEM
TRANSPORTATION SERVICE REQUEST FORM

Send to: U-T Offshore System (U-TOS)
c/o ANR Pipeline Company, Operator
500 Renaissance Center
Detroit, Michigan 48243 Date Received _____
Time Received _____
Attention: Manager, Business Operations
Telecopier Number: (313) 496-3684
Verification: (313) 496-3683

NOTE: A check, as required by Section 2.1 of the General Terms and Conditions, must accompany each Transportation Service Request to be valid.

INFORMATION REQUIRED FOR VALID TRANSPORTATION REQUEST

NOTE: ANY CHANGE IN THE FACTS SET FORTH BELOW, WHETHER BEFORE OR AFTER SERVICE BEGINS, MUST BE PROMPTLY COMMUNICATED TO U-TOS IN WRITING.

1. Requester's Name and Address (Do not complete if same as Shipper, see No. 2 below):
Requester's Affiliation With U-TOS or Any Partner in U-TOS, and the extent of the affiliation, if any:

2. Shipper's Name and Address (Note: The "Shipper" is the party which proposes to execute the Transportation Agreement with U-TOS).

Attention: _____ Telephone: _____

Nature of Shipper (check one):

_____ Interstate pipeline
_____ Intrastate pipeline
_____ Local distribution company
_____ End-user
_____ Producer
_____ Marketer
_____ Other (explain) _____

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-146-001

Second Revised Sheet No. 107 Second Revised Sheet No. 107 : Superseded
Superseding: First Revised Sheet No. 107

U-T OFFSHORE SYSTEM
TRANSPORTATION SERVICE REQUEST FORM
(Continued)

State in Which Shipper is Organized or Incorporated: _____

Shipper's Affiliation With U-TOS or Any Partner in U-TOS, and the extent of the
affiliation, if any:

Address for _____
Statements & _____

Invoices _____
Attention: _____ Telephone: _____

Dispatch & Control Representative _____

Telephone No. _____ Telecopier: _____

For All _____
Other Matters _____
Attention: _____ Telephone: _____

3. Term of Service

Date service is requested to commence: _____
Date service is requested to terminate: _____

4. This request is for: (Check One)
_____ Interruptible Service under Rate Schedule IT
_____ Firm Service under Rate Schedule FT

5. Requested Maximum Daily Quantity (MDQ)
_____ Dth per day

6. Requested total quantity for initial term
_____ Dth per day

7. Liquids & Liquefiabiles

Is Shipper requesting transportation of Associated Liquids? or Liquefiabiles?
YES _____ NO _____

If yes, name and location of Processing Plant or Separation Facility

Effective Date: 06/01/1997 Status: Effective
 FERC Docket: RP97-146-001

Second Revised Sheet No. 108 Second Revised Sheet No. 108 : Superseded
 Superseding: First Revised Sheet No. 108

U-T OFFSHORE SYSTEM
 TRANSPORTATION SERVICE REQUEST FORM
 (Continued)

8. Point(s) of Receipt

Point(s) of Receipt -----	Location ----- Maximum Daily Volumes in Dth @14.73 Psia -----
W.C. 167 -----	-----
W.C. 116 -----	-----
W.C. 56 -----	-----

(If more space is required, please attach a listing.)

9. Point(s) of Delivery

Location -----	MDQ (FT Only) -----	Party Receiving Gas from UTOS -----
(1) Point of connection between facilities of U-TOS and the facilities of Shipper or others for the account of Shipper.	-----	----- ----- ----- -----

10. Contract Delivery Pressure: Long Haul - Minimum 1000 Psia
 ----- Long Haul - Maximum 1300 Psia

11. Producing Area of All Gas Supply Sources

Offshore Location	Point of Measurement
(1) _____	_____
(2) _____	_____
(3) _____	_____

(If more space is required, please attach a listing.)

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-146-001

Second Revised Sheet No. 109 Second Revised Sheet No. 109 : Superseded
Superseding: First Revised Sheet No. 109

U-T OFFSHORE SYSTEM
TRANSPORTATION SERVICE REQUEST FORM
(Continued)

12. Nature and Extend of Supplier's Affiliation with U-TOS or Any Partner in U-TOS
(if known):

13. State where the ultimate end user of the gas will use such gas.

End User	State of End Use
_____	_____
_____	_____
_____	_____

14. (To be completed only if Shipper is affiliated with U-TOS or any partner in U-TOS, and will be marketing the gas to be transported).

Amount by Which the Gas Will Be Sold At a Loss (\$/Dth): _____

15. Dun & Bradstreet Number: _____

16. Internet E-Mail Address: _____

17. Certified Statement

By submitting this request, Shipper certifies that Shipper has or will have by the time of execution of an Agreement with U-TOS, title to or right to deliver the Gas which is to be transported and owns facilities or contractual rights which will cause such Gas to be delivered to and received from U-TOS.

THIS TRANSPORTATION SERVICE REQUEST IS HEREBY SUBMITTED
this _____ day of _____, 19_____.
By _____
Telephone Number _____

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-146-001

Second Revised Sheet No. 110 Second Revised Sheet No. 110 : Superseded
Superseding: First Revised Sheet No. 110

U-T OFFSHORE SYSTEM
FORM OF OPERATIONAL BALANCING AGREEMENT

WHEREAS, U-T Offshore System's (U-TOS) pipeline facilities and _____'s (Interconnecting Pipeline) facilities directly interconnect at the U-TOS delivery point at Johnson's Bayou, Cameron Parish, Louisiana (Delivery Point);

WHEREAS, U-TOS has entered into one or more transportation agreements whereby U-TOS transports gas which its Shippers desire to be delivered at the Delivery Point;

WHEREAS, from time to time, total gas quantities tendered by U-TOS at the Delivery Point are either greater than or lesser than the aggregate of all Shippers' allocated quantities intended for delivery at the Delivery Point, resulting in inadvertent over- or under-deliveries relative to allocated quantities;

NOW THEREFORE, U-TOS and _____ ("The Parties") agree that such over-or under-deliveries at the Delivery Point be treated in the following manner:

(1) Prior to the first day of each month, the Parties shall confirm in writing the nominations received by each Shipper and how these gas quantities are to be allocated each day of the month among those Shippers for whom the Parties are delivering or receiving the gas. Any changes to such confirmed nominations shall be effective only if agreed to in writing by both Parties. Such written communication shall be substantially in the form set out on the attached Exhibit 1 or in any other form mutually agreeable to the Parties. By the tenth (10) business day of the month, U-TOS shall furnish the Interconnecting Pipeline with a signed summary of the agreed-upon allocations for the Shippers for the previous month. Interconnecting Pipeline shall sign and return a copy of such monthly allocation summary evidencing Interconnecting Pipeline's concurrence.

(2) The Parties intend that the gas quantities actually delivered and received each day at the Delivery Point will equal gas quantities transported by U-TOS and allocated in accordance with the terms and conditions of U-TOS' F.E.R.C. Gas Tariff and agree to make all reasonable efforts on a daily basis to maintain the actual quantity flowing through the Delivery Point at a level equal to the allocated quantities. Daily variances in actual gas flow from the allocated transportation quantities shall not exceed five percent (5%) of the daily allocated transportation quantities with the total monthly variance from the allocated quantity not to exceed five percent (5%) of the total gas quantity allocated to flow for that month. If the imbalance under this Agreement exceeds the variances set forth in this paragraph, either party shall have the unilateral right to adjust the actual flow of gas at the Delivery Point or adjust nominations received and confirmed at this point in order to correct for any differences.

(3) U-TOS will allocate gas quantities which are to be delivered at the Delivery Point among U-TOS' respective Shippers pursuant to the terms of U-TOS' F.E.R.C. Gas Tariff. Any imbalance created when the actual physical flow is different than the allocated volumes, expressed in Dth, will be the "Operational Imbalance."

(4) Estimated operating quantities shall be used on a daily basis, during the current month, to determine the estimated Operational Imbalance at the Delivery Point, with physical flow adjustments to be made during the current month as mutually agreed to by both Parties to adequately control and minimize imbalance levels.

(5) In the event that a capacity constraint occurs on either Parties' pipeline system which results in curtailment of gas quantities through the Delivery Point, the Party on whose system the constraint has occurred shall determine the reallocation of quantities to its Shippers. Such change in allocation shall be confirmed in writing pursuant to the provisions of Paragraph (1) above.

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-146-001

Second Revised Sheet No. 111 Second Revised Sheet No. 111 : Superseded
Superseding: First Revised Sheet No. 111

U-T OFFSHORE SYSTEM
FORM OF OPERATIONAL BALANCING AGREEMENT
(Continued)

(6) All gas quantities hereunder shall be reported in Dths. Measurement of gas for all purposes hereunder shall be in accordance with the provisions set forth in U-TOS' F.E.R.C. Gas Tariff.

(7) This Agreement shall be effective _____ and shall continue until cancelled by either Party upon ten (10) days written notice. Any Operational Imbalance existing between U-TOS and the Interconnecting Pipeline after Agreement termination shall be corrected within thirty (30) days after the final Operational Imbalance is agreed to in writing by the Parties, or within such other period of time as may be mutually agreed to by the Parties.

The Parties' signatures below will evidence their agreement to this Operational Agreement.

U-T OFFSHORE SYSTEM

By _____

By _____

Accepted and agreed to this _____ day of _____, _____.

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-146-001

Second Revised Sheet No. 112 Second Revised Sheet No. 112 : Superseded
Superseding: First Revised Sheet No. 112

U-T OFFSHORE SYSTEM
FORM OF OPERATIONAL BALANCING AGREEMENT
(Continued)

EXHIBIT 1

OPERATIONAL BALANCING AGREEMENT
BETWEEN U-T OFFSHORE SYSTEM

and _____

Dated _____

Name of Interconnect Point: _____

Effective dates of this statement (nomination period)

From: _____ To: _____

UTOS Contract Number -----	Transportation Customer Name -----	Contract Number -----	(Other Company) Transportation Customer Name -----	Daily Allocation Dth/day -----
-------------------------------------	---	-----------------------------	--	---

Operational Imbalance

Total Deliveries/Receipts at Interconnect Point

Agreed to this ____ day of _____, _____.

U-T OFFSHORE SYSTEM

By _____ By _____

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 88-006

Original Sheet Nos. 113 - 118 Original Sheet Nos. 113 - 118 : Superseded

SHEET NOS. 113 THROUGH 118 ARE BEING RESERVED FOR FUTURE USE.

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-146-001

Second Revised Sheet No. 119 Second Revised Sheet No. 119 : Superseded
Superseding: First Revised Sheet No. 119

U-T OFFSHORE SYSTEM
QUALIFIED BID FORM

Send to: U-T Offshore System (U-TOS)

U-T Offshore System
c/o ANR Pipeline Company, Operator
500 Renaissance Center
Detroit, Michigan 48243

Attention: Manager, Business Operations

Telecopier Number: (313) 496-3684
Verification: (313) 496-3683

Date Received

NOTE: A check, if required by Section 2.1 or Section 16.7 of the General Terms and Conditions of this tariff, must accompany each request, for the request to be valid.

INFORMATION REQUIRED FOR REQUEST

1. Shipper's Name and Address (Note: The "Shipper" is the party that is responsible for the equalified bid, if applicable, and for the execution of the Transportation Agreement with U-TOS):

Attention: _____
Telephone: (_____) _____ Telecopier (_____) _____

2. Term of Service

Date service is requested to commence: _____
Date service is requested to terminate: _____

3. Requested Maximum Daily Quantity (MDQ)
(Complete Item 6 first; then give the sum of volumes here)

4. Requested Total Quantity for Initial Term (MDQ x Days in Initial Term)

_____ Dth

Effective Date: 06/01/1997 Status: Effective
 FERC Docket: RP97-146-001

Second Revised Sheet No. 120 Second Revised Sheet No. 120 : Superseded
 Superseding: First Revised Sheet No. 120

U-T OFFSHORE SYSTEM
 QUALIFIED BID FORM
 (Continued)

5. Liquids & Liquefiabiles

Is Shipper requesting transportation of Associated Liquids?

YES _____ NO _____

If yes, name and location of Processing Plant: _____

(Attach a table showing associated liquids at points of Receipts)

6. Point(s) of Receipt:

Location -----	Maximum Daily Volumes in Dth @ 14.73 Psia -----
W.C. 43	
W.C. 115	
W.C. 167	

7. Point(s) of Delivery

Location -----	MDQ ---	Party Receiving Gas from U-TOS -----
(1) Oxy Cameron Plant	_____	_____
(2) TOC Plant	_____	_____
(3) Transco	_____	_____
(4) NGPL	_____	_____
(5) ANR	_____	_____
(6) LRC	_____	_____
(7) _____	_____	_____

8. Reservation Charge (Note: The "reservation charge" is what the Qualified Bidder proposes to pay for the capacity.)

\$ _____ per Dth

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 88-006

Original Sheet No. 121 Original Sheet No. 121 : Superseded

U-T OFFSHORE SYSTEM
QUALIFIED BID FORM
(Continued)

THIS QUALIFIED BID IS HEREBY SUBMITTED

This _____ day of _____, 19____.

By _____

Title _____

Telephone: (_____) _____

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-146-001

First Revised Sheet No. 122 First Revised Sheet No. 122 : Superseded
Superseding: Original Sheet No. 122

U-T OFFSHORE SYSTEM
FIRM SHIPPER
CAPACITY RELEASE FORM
Prearranged Transaction

Send to: U-T Offshore System (U-TOS)

U-T Offshore System
c/o ANR Pipeline Company, Operator
500 Renaissance Center
Detroit, Michigan 48243

Attention: Manager, Business Operations

Telecopier Number: (313) 496-3684
Verification: (313) 496-3683

Information Required for Valid Release Proposal

1. Releasing Shipper's Name and Address (The "Releasing Shipper" is the party that proposes to reallocate all or part of its firm transportation capacity rights on U-TOS:

Attention: _____

Telephone: (_____) _____ Telecopier (_____) _____

2. Terms of Service

A. This request is for (check one):

- _____ Permanent Capacity Release (remaining term of Releasing Shipper's existing transportation agreement with U-TOS)
_____ Temporary Capacity Release (portion of remaining term of Releasing Shipper's existing transportation agreement with U-TOS)
_____ Interruption or Recall Capacity Release (If applicable, complete Item B below -- if more space is required, please attach separate sheet)

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-146-001

Second Revised Sheet No. 123 Second Revised Sheet No. 123 : Superseded
Superseding: First Revised Sheet No. 123

U-T OFFSHORE SYSTEM
FIRM SHIPPER
CAPACITY RELEASE FORM
Prearranged Transaction

(Continued)

B. Specify Terms or Conditions of Interruption or Recall Capacity Release (Refer to subsections 17.2(e) and 17.12(e) of the General Terms and Condition of this tariff)

C. Date of proposed commencement of capacity release: _____

Date of proposed termination of capacity release: _____

3. Minimum Reservation Charge per Dth to be paid for released capacity (not to exceed the current maximum reservation fee as listed on Sheet No. 4 of tariff)

\$ _____ per Dth

4. Releasing Shipper's Contract Demand

A. Current Maximum Daily Quantity (MDQ)

B. Requested Maximum Daily Quantity (MDQ) for Capacity Release
(Complete Item 5 first; then give the sum of volumes here)

_____ Dth per day

Effective Date: 06/01/1997 Status: Effective
 FERC Docket: RP97-146-001

Second Revised Sheet No. 124 Second Revised Sheet No. 124 : Superseded
 Superseding: First Revised Sheet No. 124

U-T OFFSHORE SYSTEM
 FIRM SHIPPER
 CAPACITY RELEASE FORM
 Prearranged Transaction

 (Continued)

C. Releasing Shipper's Remaining Maximum Daily Quantity (MDQ) (Complete Item 7 first; then give the sum of volumes here)

_____ Dth per day

5. Point(s) of Receipt:

Location -----	Maximum Daily Volumes in Dth @ 14.73 Psia -----
W.C. 43	
W.C. 115	
W.C. 167	

6. Point(s) of Delivery - Specify total delivery volume for capacity release

Location -----	MDQ -----	Party Receiving Gas from U-TOS -----
(1) Oxy Cameron Plant	_____	_____
(2) TOC Plant	_____	_____
(3) Transco	_____	_____
(4) NGPL	_____	_____
(5) ANR	_____	_____
(6) LRC	_____	_____
(7) _____	_____	_____

Effective Date: 06/01/1997 Status: Effective
 FERC Docket: RP97-146-001

Second Revised Sheet No. 125 Second Revised Sheet No. 125 : Superseded
 Superseding: First Revised Sheet No. 125

U-T OFFSHORE SYSTEM
 FIRM SHIPPER
 CAPACITY RELEASE FORM
 Prearranged Transaction

 (Continued)

7. Point(s) of Receipt - Specify Releasing Shipper's remaining volume(s) and location(s):

Location -----	Maximum Daily Volumes in Dth @ 14.73 Psia -----
W.C. 43	
W.C. 115	
W.C. 167	

8. Point(s) of Delivery - Specify total remaining delivery volume for Releasing Shipper

Location -----	MDQ -----	Party Receiving Gas from U-TOS -----
(1) Oxy Cameron Plant	_____	_____
(2) TOC Plant	_____	_____
(3) Transco	_____	_____
(4) NGPL	_____	_____
(5) ANR	_____	_____
(6) LRC	_____	_____
(7) _____	_____	_____

9. Designated Replacement Shipper's Name and Address (If applicable) (The term "Designated Replacement Shipper" refers to a person with whom the Releasing Shipper has entered into a Prearranged Transaction)

Note: The Designated Replacement Shipper listed below may not necessarily become the holder of Releasing Shipper's capacity. The Replacement Shipper must equal the best offer for the available capacity in order to receive the capacity.

 Attention: _____
 Telephone: (_____) _____ Telecopier (_____) _____

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 88-006

Original Sheet No. 126 Original Sheet No. 126 : Superseded

U-T OFFSHORE SYSTEM
FIRM SHIPPER
CAPACITY RELEASE FORM
Prearranged Transaction

(Continued)

10. Releasing Shipper requests U-TOS to actively market the Release Proposal

Yes _____ No _____

THIS AUTHORIZATION FOR CAPACITY RELEASE IS HEREBY SUBMITTED
this _____ day of _____, 19_____.

By _____

Title _____

Telephone: (_____) _____

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-146-001

First Revised Sheet No. 127 First Revised Sheet No. 127 : Superseded
Superseding: Original Sheet No. 127

U-T OFFSHORE SYSTEM
CAPACITY RELEASE REQUEST FORM
Prospective Replacement

Send to: U-T Offshore System (U-TOS)

U-T Offshore System
c/o ANR Pipeline Company, Operator
500 Renaissance Center
Detroit, Michigan 48243

Attention: Manager, Business Operations

Telecopier Number: (313) 496-3684
Verification: (313) 496-3683

Date Received

NOTE: A check, if required by Section 2.1 or Section 17.9 of the General Terms and Conditions of this tariff, must accompany each request, for the request to be valid.

INFORMATION REQUIRED FOR VALID REQUEST

1. Requester's Name and Address (Do not complete if same as Shipper, see No. 2 below):

Requester's Affiliation with U-TOS or any Partner in U-TOS:

2. Replacement Shipper's Name and Address (The "Replacement Shipper" listed below may not necessarily become the holder of Releasing Shipper's capacity. The Replacement Shipper must equal the best offer or the available capacity in order to receive the capacity)

Attention: _____

Telephone: (_____) _____ Telecopier (_____) _____

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-146-001

Second Revised Sheet No. 128 Second Revised Sheet No. 128 : Superseded
Superseding: First Revised Sheet No. 128

U-T OFFSHORE SYSTEM
CAPACITY RELEASE REQUEST FORM
Prospective Replacement

(Continued)

3. Term of Service

Date of proposed commencement of capacity release: _____
Date of proposed termination of capacity release: _____

4. Requested Maximum Daily Quantity (MDQ)
(Complete Item 7 first; then give the sum of volume here)

5. Requested Total Quantity for Initial Term (MDQ x Days in Initial Term)

_____ Dth

6. Liquids & Liquefiabiles

Is Shipper requesting transportation of Associated Liquids?

YES _____ NO _____

If yes, name and location of Processing Plant: _____

(Attach a table showing associated liquids at points of Receipts)

7. Point(s) of Receipt - Specify desired volume(s) and location(s)

Location -----	Maximum Daily Volumes in Dth @ 14.73 Psia -----
W.C. 43	
W.C. 115	
W.C. 167	

Effective Date: 06/01/1997 Status: Effective
 FERC Docket: RP97-146-001

Second Revised Sheet No. 129 Second Revised Sheet No. 129 : Superseded
 Superseding: First Revised Sheet No. 129

U-T OFFSHORE SYSTEM
 CAPACITY RELEASE REQUEST FORM
 Prospective Replacement

(Continued)

8. Point(s) of Delivery - Specify total delivery

Location -----	MDQ -----	Party Receiving Gas from U-TOS -----
(1) Oxy Cameron Plant	_____	_____
(2) TOC Plant	_____	_____
(3) Transco	_____	_____
(4) NGPL	_____	_____
(5) ANR	_____	_____
(6) LRC	_____	_____
(7) _____	_____	_____

9. Producing Area of All Gas Supply Sources

Offshore Location -----	Point of Measurement -----
(1) _____	_____
(2) _____	_____
(3) _____	_____

(If more space is required, please attach a listing).

10. Maximum Reservation Charge per Dth to be paid for released capacity

\$ _____ per Dth

11. Specify Terms or Conditions (Refer to subsections 17.2(e) and 17.12(e) of the General Terms and Conditions of this tariff)

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-146-001

Second Revised Sheet No. 130 Second Revised Sheet No. 130 : Superseded
Superseding: First Revised Sheet No. 130

U-T OFFSHORE SYSTEM
CAPACITY RELEASE REQUEST FORM
Prospective Replacement

(Continued)

12. Nature and Extent of Gas Supplier's Affiliation with U-TOS or Any Partner in U-TOS (if known):

13. State(s) of Ultimate End Use of the Gas: _____

14. (To be completed only if Shipper is affiliated with U-TOS or any partner in U-TOS, and will be marketing the gas to be transported.)

Amount By Which the Gas Will Be Sold At a Loss (\$/Dth): _____

15. Certified Statement

By submitting this request, Shipper certifies that Shipper has or will have by the time of execution of an Agreement with Transporter, title to the Gas or the right to deliver the Gas which is to be transported and owns facilities or has contractual rights which will cause such Gas to be delivered to and received from Transporter.

THIS RELEASED CAPACITY REQUEST IS HEREBY SUBMITTED
this _____ day of _____, 19_____.
By _____
Title _____
Telephone: (_____) _____

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-146-001

First Revised Sheet No. 131 First Revised Sheet No. 131 : Superseded
Superseding: Original Sheet No. 131

U-T OFFSHORE SYSTEM
FIRM SHIPPER
ASSIGNMENT PROPOSAL FORM

Send to: U-T Offshore System (U-TOS)

U-T Offshore System
c/o ANR Pipeline Company, Operator
500 Renaissance Center
Detroit, Michigan 48243

Attention: Manager, Business Operations

Telecopier Number: (313) 496-3684
Verification Number: (313) 496-3683

Information Required for Valid Assignment

1. Assigning Shipper's Name and Address (The "Assigning Shipper") is the party that seeks to assign its firm transportation capacity rights on U-TOS)

Attention: _____
Telephone: (_____) _____ Telecopier (_____) _____
Assigning Shipper's Rate Schedule Number or Contract Number _____

2. Replacement Downstream Shipper's Name and Address (The "Replacement Downstream Shipper" is the party that is seeking Assigning Shipper's firm transportation capacity rights)

Attention: _____
Telephone: (_____) _____ Telecopier (_____) _____

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-146-001

Second Revised Sheet No. 132 Second Revised Sheet No. 132 : Superseded
Superseding: First Revised Sheet No. 132

U-T OFFSHORE SYSTEM
FIRM SHIPPER
ASSIGNMENT PROPOSAL FORM

(Continued)

3. Commencement of Service

Date capacity assignment is requested to commence: _____

4. Assigning Shipper's Contract Demand

A. Current Maximum Daily Quantity (MDQ)

_____ Dth per day

B. Requested Maximum Daily Quantity (MDQ) for Capacity Assignment (Complete Item 5 first; then give the sum of volumes here)

_____ Dth per day

C. Assigning Shipper's Remaining Maximum Daily Quantity (MDQ) (Complete Item 7 first; then give the sum of volumes here)

_____ Dth per day

5. Point(s) of Receipt - Specify volume(s) and location(s) for capacity assignment

Location	Maximum Daily Volumes in Dth @ 14.73 Psia
-----	-----
W.C. 43	
W.C. 115	
W.C. 167	

Effective Date: 06/01/1997 Status: Effective
 FERC Docket: RP97-146-001

Second Revised Sheet No. 133 Second Revised Sheet No. 133 : Superseded
 Superseding: First Revised Sheet No. 133

U-T OFFSHORE SYSTEM
 FIRM SHIPPER
 ASSIGNMENT PROPOSAL FORM

(Continued)

6. Point(s) of Delivery - Specify total delivery volume capacity assignment

	Location -----	MDQ -----	Party Receiving Gas from U-TOS -----
(1)	Oxy Cameron Plant	_____	_____
(2)	TOC Plant	_____	_____
(3)	Transco	_____	_____
(4)	NGPL	_____	_____
(5)	ANR	_____	_____
(6)	LRC	_____	_____
(7)	_____	_____	_____

7. Point(s) of Receipt - Specify assigning Shipper's remaining volume(s) and location(s)

Location -----	Maximum Daily Volumes in Dth @ 14.73 Psia -----
W.C. 43	
W.C. 115	
W.C. 167	

8. Point(s) of Delivery - Specify total delivery volume for Assigning Shipper

	Location -----	MDQ -----	Party Receiving Gas from U-TOS -----
(1)	Oxy Cameron Plant	_____	_____
(2)	TOC Plant	_____	_____
(3)	Transco	_____	_____
(4)	NGPL	_____	_____
(5)	ANR	_____	_____
(6)	LRC	_____	_____
(7)	_____	_____	_____

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FERC Docket: RS92- 88-006

Original Sheet No. 134 Original Sheet No. 134 : Superseded

U-T OFFSHORE SYSTEM
FIRM SHIPPER
ASSIGNMENT PROPOSAL FORM

(Continued)

THIS AUTHORIZATION FOR CAPACITY ASSIGNMENT IS HEREBY SUBMITTED

this _____ day of _____, 19____.

By _____

Title _____

Telephone: (_____) _____

